

Regular, 6/11/2024 10:30:00 AM

BE IT REMEMBERED that on June 11, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner 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
June 11, 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
June 11, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **11th** day of **June 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:

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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

The following options are available:

View live with audio from the County Webpage:

Notice of Meeting and Agenda
June 11, 2024

https://co.jefferson.tx.us/comm_crt/commlink.htm

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

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

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

PLEDGE OF ALLEGIANCE: Eddie Arnold, Commissioner, Precinct One

PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 24-034/MR) Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 11 - 85

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

- (b). Consider, establish and approve Selection Review Committee (to include one (1) elected official) to review the responses received for (RFP 24-034/MR) Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

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

- (c). Reject all bids for (IFB 24-005/MR) Crime Lab Vehicle Search/Investigation Renovation, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

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

- (d). Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 23-077/MR) Controlled Building Access System for Jefferson County with Wave Solutions, LLC in the amount of \$164,950.00.

Notice of Meeting and Agenda
June 11, 2024

SEE ATTACHMENTS ON PAGES 86 - 260

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (e). Consider and approve the Notice of Seller's Termination of Contract concerning the property at 1652 Avenue I, Beaumont, Texas, between Jefferson County and Dianna Copeland from the Texas Community Development Block Grant-Disaster Recovery (CDBG-DR) Home Buyout Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

Per Judge Branick, this was being addressed under Auditing

SEE ATTACHMENTS ON PAGES 261 - 262

Action: NONE

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

SEE ATTACHMENTS ON PAGES 263 - 264

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer - Tax Office - replacement of six currency counters.

SEE ATTACHMENTS ON PAGES 265 - 265

280-0000-415-6001	OFFICE MACHINES	\$20,000.00	
280-0000-415-6022	FURNITURE & FIXTURES		\$20,000.00

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

Notice of Meeting and Agenda
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- (b). Consider and approve budget transfer -Engineering - replacement of two computers.

SEE ATTACHMENTS ON PAGES 266 - 266

115-0501-431-6002	COMPUTER EQUIPMENT	\$3,526.00	
115-0501-431-1002	ASSISTANTS & CLERKS		\$3,526.00

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (c). Consider and approve advance funding request for American Rescue Plan Act approved project with Legacy CDC in the amount of \$791,053.81.

Amend amount to reflect 790514.80 per Judge Branick

SEE ATTACHMENTS ON PAGES 267 - 272

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (d). Consider and approve applying for the BJA FY 2024 State Criminal Alien Assistance Program.

SEE ATTACHMENTS ON PAGES 273 - 302

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (e). Receive and file Notice of Seller's Termination of Contract and Buyout/Acquisition Program Homeowner Letter of Withdrawal concerning the purchase of property located at 1652 Avenue I Beaumont as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 303 - 304

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

- (f). Consider and approve authorizing the County Judge to sign offer letter for voluntary home buyout of property at 570 Bass Road, Beaumont as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 305 - 314

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

- (g). Consider and approve authorizing the County Judge to sign offer letter for voluntary home buyout of property at 17413 Boondocks Road, Beaumont as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 315 - 324

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

- (h). Consider and approve electronic disbursement for \$11,794,437.29 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Comprehensive Hospital Increase Reimbursement Program.

SEE ATTACHMENTS ON PAGES 325 - 326

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

Notice of Meeting and Agenda
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- (i). Consider and approve applying for the 2024 Port Security Grant Program (PSGP) and authorizing County Auditor to submit application through FEMA GO portal. Grant will require 25% match. If awarded, proposed projects match will be \$1,417,438 (\$695,313 from General Fund and \$722,125 from Marine Division).

SEE ATTACHMENTS ON PAGES 327 - 339

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (j). Regular County bills check #518073 through check #518302.

SEE ATTACHMENTS ON PAGES 340 - 347

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

- (k). Consider and approve advance funding request for American Rescue Plan Act approved project with Family Services of Southeast Texas in the amount of \$239,962.67.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

TAX OFFICE:

- (a). Consider and approve a request to waive interest for Jefferson Terminal South, LLC in the amount of \$31.99 in accordance with Property Tax Code 33.011.

SEE ATTACHMENTS ON PAGES 348 - 352

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

COUNTY TREASURER:

- (a). Consider and possibly approve a \$62 wire transfer to Wells Fargo Securities for May, 2024 Safekeeping fees.

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a). Please consider and possibly approve a resolution for Jacqueline D. Carter a Corrections Officer for 27 years and 3 months of service and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 353 - 354

Motion by: Arnold

Second by: Erickson

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
June 11, 2024

Regular, June 11, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, June 11, 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

June 11, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 24-034/MR), Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. **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: Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

PROPOSAL NUMBER: RFP 24-034/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, July 3, 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:
Beaumont Enterprise & Port Arthur News:
 June 12, 2024
The Examiner:
 June 13, 2024 & June 20, 2024

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Grant Writing & Management Services.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

PROPOSER: SAM.GOV REGISTRATION BEHIND THIS PAGE.

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 is 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 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, 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.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: mbda@hccs.edu

San Antonio MBDA Business Center

501 W. Cesar E. Chavez Blvd., Ste. 3.324 B

San Antonio, TX 78207

210-458-2480

Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):

Website: <https://www.sba.gov/local-assistance>

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Eules, TX 76040

817-684-5500

Website: <https://www.sba.gov/district/dallas-fort-worth>

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

Website: <https://www.sba.gov/district/el-paso>

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

Website: <https://www.sba.gov/district/houston>

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

Website: <https://www.sba.gov/district/lower-rio-grande-valley>

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

Website: <https://www.sba.gov/district/san-antonio>

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

Website: <https://www.sba.gov/district/west-texas>Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>Email: statewidehubprogram@cpa.texas.gov

PROPOSER: INSERT HUB, SBE, MBE or WBE Certification behind this page.

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 as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 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>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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

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

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

	<p>The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</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</p>	2 CFR 200 APPENDIX II (H)

	well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of</p>	

	<p>the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <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 	2 CFR 200.216

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

	reviews, provide reasonable safeguards against alteration, and remain readable.	
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p>	2 CFR 200.334

	<p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<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 RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 3, 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 email 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, Tuesday, June 25, 2024.

3.4 TENTATIVE SCHEDULE OF EVENTS

- June 11, 2024** Issuance of Request for Proposal
- July 3, 2024** Deadline Submission (late proposals will not be considered)
- July 5, 2024** Proposals distributed to Evaluation Committee
- July 10, 2024** Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
- July 12, 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. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 55)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE

Jefferson County seeks a Contractor to provide professional grant writing & management services with a competent administration/grant management services consultant firm to assist it pre-award and post-award management required by the County for the application preparation and implementation of a Texas Community Development Block Grant (TxCDBG) from the Texas Department of Agriculture (TDA) if the County is awarded a State Contract.

The County is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

- Related experience in managing federally-funded local public works construction projects
- Related Experience / Background with specific project type
- Certified Administrator of TxCDBG Program by TDA

5.2 SCOPE OF SERVICES

The management consultant or firm to be hired is to provide contract-related management services to the City/County including, but not limited to, the following:

Pre-Award* (services associated with developing and requesting of TDA funding)

- Grant Writing and Application Preparation Phase I & II
- Respond to Requests for Information (RFI) regarding application.
- Participate in Public Outreach for Phase 1 (e.g. advertising, public meetings)
- Act as Liaison between project engineer & TDA
- Attend workshops and meetings related to the development and submission of the application

Post-Award Grant Management Activities: (services associated with administering Federal disaster assistance)

- Project Management
- Financial Management
- Environmental Review
- Real Property Acquisition/ URA
- Construction Management
- Fair Housing/Equal Opportunity
- Housing rehabilitation/affordable housing (if applicable)
- Audit/Contract Close-out Assistance

5.3 PROPOSED COST OF SERVICES

Please provide your cost proposal to accomplish the scope of work by the category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that Jefferson County will not use lowest/best bid as the sole basis for entering into this contract.

5.4 AFFIRMATIVE ACTION

Jefferson County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the *Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)* as amended.

5.5 CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES & LABOR SURPLUS AREA FIRMS

Small and minority businesses, women's business enterprises, and labor surplus area firms must participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 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 (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- Please choose the MBDA Center that is in closest proximity to your community. Email your RFP to the appropriate center. A list of MBDA Centers is provided in this RFP in Section 1: Introduction to Proposers and General Requirements section 1.18.

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City/County desires to engage _____ to render certain [professional /administration] services in connection with this TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on _____ . In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Contract, the [e.g. City Manager/County _____] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

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

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [and if applicable, including the following exhibits/attachments: represents the entire and integrated agreement between the City/County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____	BY: _____
(Local City/County Official)	(Contractor's Authorized Representative)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services: (choose contracted services)

- A. Project Management
 - 1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
 - 2. Maintenance of filing system.
 - 3. Provide general advice and technical assistance to the City/County personnel on implementation of project and regulatory matters.
 - 4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
 - 5. Furnish City/County with necessary forms and procedures required for implementation of project.
 - 6. Assist the City/County in meeting all special condition requirements that may be stipulated in the contract between the City/County and TDA.
 - 7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
 - 8. Conduct re-assessment of environmental clearance for any program amendments.
 - 9. Prepare and submit quarterly reports (progress and minority hiring).

10. Prepare Financial Information Report or City/County.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City/County regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City/County's signature to acquire the property or to secure an easement; and
 - Assist the City/County in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City/County during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City/County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City/County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City/County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City/County in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City/County personnel on implementation of project and regulatory matters.
7. Assist the City/County in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City/County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City/County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City/County in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City/County in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.

- Assist City/County in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
- 2. Assist City/County in documenting compliance with all federal and state requirements related to equal employment opportunity.
- 3. Assist City/County in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
- 4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
- 5. Request wage rates from TDA.
- 6. Provide sample TxCDBG contract documents to engineer.
- 7. Advertise for bids.
- 8. Make ten-day call to TDA.
- 9. Verify construction contractor eligibility with TDA.
- 10. Review construction contract.
- 11. Conduct pre-construction conference and prepare minutes.
- 12. Submit any reports of additional classification and rates to TDA.
- 13. Issue Notice of Start of Construction to TDA.
- 14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
- 15. Process change orders approved by City/County and the project engineer and submit to TDA prior to execution with the construction contractor.
- 16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
- 17. Provide general advice and technical assistance to City/County personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City/County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation (if applicable)

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City/County in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property(if applicable)

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City/County in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.

5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City/County in resolving any monitoring and audit findings.
3. Assist City/County in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III

PAYMENT SCHEDULE

City/County shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV

TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may

set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Contractor from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Contractor, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City / County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and (RFP 24-034/MR) Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG)

12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

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

- a. 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.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
- d. 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.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity,” and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. 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.
- g. 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.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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 (RFP 24-034/MR) Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG)

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.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor 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.

18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) 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.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.

(c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. 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 75.

(d) 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Grant Writing and Grant Management

6.4 LAWS AND REGULATIONS

The Administration/Grant Management Services Consultant Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 55 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 55 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. WORK PERFORMANCE – 25%

This refers to the proposer's references from current and past clients performing the type of services requested in this RFP.

b. AFFIRMATION ACTION – 10%

Firm is a Historically Underutilized Business

c. PROPOSER EXPERIENCE & QUALIFICATIONS – 30%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. CAPACITY TO PERFORM – 30%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 5%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

**Administration Professional Services Rating Sheet
TxCDBG TDA Grant**

Rate the Firm's Proposal in the following areas:

A. Experience and Qualifications	Points Possible	Points Awarded
1. Experience with application grant writing and project delivery services for State and Federally funded projects.	15	
2. Experience working with the Cities and Counties	15	
<i>SUBTOTAL</i>	<i>30</i>	

B. Work Performance (references and prior experience with firm)	Points Possible	Points Awarded
1. Work product is consistently of high quality	5	
2. Facilitates completion of project activities on schedule	5	
3. Understands the approach for project implementation	5	
4. References from current/past clients	10	
<i>SUBTOTAL</i>	<i>25</i>	

C. Capacity to Perform	Points Possible	Points Awarded
1. Staffing level/experience, special skills	15	
2. Understanding of Federally funded grants	15	
<i>SUBTOTAL</i>	<i>30</i>	

D. Affirmation Action	Points Possible	Points Awarded
1. Firm is a Historically Underutilized Business (Include Comptroller Cert in proposal)	10	
<i>SUBTOTAL</i>	<i>10</i>	

E. Proposed Fee	Points Possible	Points Awarded
1. Price is reasonable considering the firm's experience and qualifications	5	
<i>SUBTOTAL</i>	<i>5</i>	

Scoring Summary:	Points Possible	Points Awarded
A. Experience of firm	30	
B. Work performance/program implementation	25	
C. Capacity to perform	30	
D. Affirmation Action	10	
E. Proposed Fee	5	
<i>TOTAL SCORE</i>	<i>100</i>	

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

COST PROPOSAL FORM:

Using this form, each Proposer must state its proposed charges. Each Proposer’s charges must include the entire cost of providing the services identified in this RFP. Please use additional pages if needed.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County’s selection process.

Name of Proposer:	
Signature:	
Title:	

Services Description	Total Lump Sum
Pre-Award (services associated with developing and requesting of TDA funding)	\$
Post-Award Grant Management Activities: (services associated with administering Federal disaster assistance)	\$

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 24-034/MR) Professional Grant Writing & Management Services for Texas Department of Agriculture (TDA) Texas Community Development Block Grant (TxCDBG)

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Signature of Contractor's Authorized Official</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Date</p>

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 2050

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
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> 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. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> 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? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> 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? <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> D. Describe each employment or business and family relationship with the local government officer named in this section.		
4		
_____ Signature of vendor doing business with the governmental entity		_____ Date

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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 SUCONTRACTOR 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 **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

BY:

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

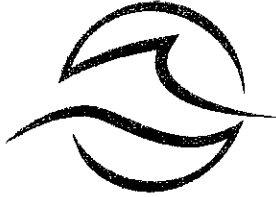
State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

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



Wave Solutions LLC
5420 COLE RD
BEAUMONT, TEXAS 77708
409.924.9459

Access Control Acceptance Package

PROPOSAL NAME:
Controlled Building Access System for Jefferson County

PROPOSAL NUMBER: RFP 23-077/MR

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

Jefferson County

Presented by:

Brandon Luquette
RCDD, CCNA, MCSE, MCP + I, UEWA
Managing Partner

Scope of Work & Warranty

To whom it May Concern:

Wave Solutions is proposing a 3xLogic Infinias access control system in response to the RFP for controlled building access for Jefferson County. Wave will provide all of the necessary hardware and software to upgrade your existing 52 doors while still utilizing existing door hardware to minimize the cost to the county. We are also including an additional 15 door blanket per the request of the RFP. Our system will come with an unlimited door license, unlimited users, as well as the capabilities of controlling your remote offices.

Wave will provide a dual sided badge printer and software for badge printing. Even though the County would like to still utilize their existing badges, Wave will also provide up to 300 printable badges for new hires or changes.

Wave will provide training on this system for designated employees at no additional cost for up to 3 years. Wave will coordinate a time table with the IT department while working around the schedules of the courthouse as well as the offsite locations.

Warranty: 3xlogic Server – 3-year parts and labor warranty

Warranty: 3xlogic door controllers – 3-year parts warranty

Warranty: 3xlogic Infinias Software license –lifetime warranty with free software updates

Warranty for existing equipment being utilized – Not available thru wave

Items needed from the County during the install

Wave will need to coordinate the following items from the county.

1. IT department will need to provide IP addresses for each door controller on the Jefferson County vLan. Wave has spoken with IT director Sheldon Jenkins at the county regarding this and he has stated that he will have those available.
2. IT department will need to provide any old user names and passwords to the SQL databases of the old access control system so that we can export user profiles.
3. Wave will provide training and help enter initial users but we will need someone from IT or HR to help assist in the role setup that users will have since we do not know what doors different users will be allowed in.
4. Maintenance department will need to provide the category 6 installation if any is needed on the new doors just as they did for the cameras. (wave will provide the cat6 wire to the county electrician) Because of the layouts of the historic buildings the maintenance dept and Mr. Keller had there electrician pull all wires for the cameras. We are happy to assist with this as well.
5. IT department will need to work with Wave Solutions for any network configurations or tie in to calendar systems that the county would like for this system to handle. We will coordinate these needs with Sheldon in IT.

Contract Agreement

Acceptance:

Wave Solutions accepts all terms and conditions of the contract resulting from the RFP 23-077/MR. All items in the attached estimate will be provided. Should any of the additional 25 doors not be necessary then your bill will be discounted accordingly

Upon signing this document and the attached estimate #7565 the client, Jefferson County will enter into an agreement for Wave Solutions to provide the equipment, installation, training and all materials for RFP 23-077/MR.

Both parties please sign below:



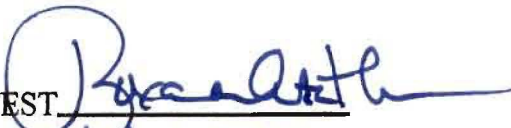
DATE: 05/15/2024

Nicholas B Luquette, Owner, Wave Solutions LLC



DATE: 6.11.24

Jefferson County Authorized Signer

ATTEST 
DATE 6/11/2024





Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
6/5/2024	7731

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

Description	Qty	Cost	Total	Project
3xLogic Access Control Complete upgrade to Corporate Software with Controllers		0.00	0.00	
52 Infinias Access Control door controllers with installation, wiring, and configuration -this count was pulled from your existing database and is all doors and Gates currently operational on the old system -should there be more or less doors we can increase/decrease accordingly -assumes we can utilize existing door hardware infrastructure for your readers and your printable badges -Import of your existing Users First name, lastname, site code and card code. No import of groups without testing and the current database access	52	2,100.00	109,200.00	
3xlogic Door Controller Server Rackmount with Corporate Lifetime license - Includes unlimited doors and unlimited USERS *Includes a new dual sided Badge Printer with software compatible with Windows 10/11/server OS	1	8,500.00	8,500.00	
Doors with existing keypad migrate to 3xlogic and will require cabling, a controller, and a reader - Accts payable and server room *Mobil credential packs for door lock/unlock from cellular phone is an option - \$189 for 10 licenses	2	2,250.00	4,500.00	
Additional 15 door from various departments gathered by Verence Rosales in HR *4 of these doors are at the JP office in fannet *additional 15 are all new and will require access control module, external rated strike with latch bolt monitor and license **any conduits or wiring provided by electrician onsite with jeffco (wave will provide wire to the electrician)	15	2,850.00	42,750.00	
Total				

Customer Signature



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
6/5/2024	7731

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

			Project
Description	Qty	Cost	Total
***if doors cannot be added because of building issues like concrete frames or because they are deemed that it is not needed then a credit per door will be issued			
Total			\$164,950.00

Customer Signature _____

Red Tab: Cover Sheet

White Tab: Transmittal Letter

Blue Tab: Table of Contents

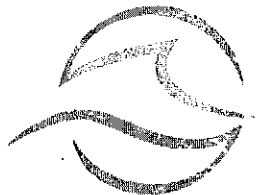
Orange Tab: Executive Summary

Yellow Tab: Proposer Identifying
Information

Green Tab: Proposer Personnel and
Organization

Pink Tab: Cost Proposal Form (PAGE 41)

Light Orange Tab: Copy of RFP
Specifications and any Addenda in their
entirety



Wave Solutions LLC
5420 COLE RD
BEAUMONT, TEXAS 77708
409.924.9459

Access Control Proposal

PROPOSAL NAME:
Controlled Building Access System for Jefferson County

PROPOSAL NUMBER: RFP 23-077/MR

DUE DATE/TIME:
11:00 AM CT, Wednesday, February 21, 2024

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

Jefferson County

Presented by:

Brandon Luquette
RCDD, CCNA, MCSE, MCP + I, UEWA
Managing Partner

Transmittal Letter

To whom it May Concern:

About us:

Wave Solutions was founded in 1992 as Wave Computers and later in 2002 was rebranded to cover a larger customer base. We have proudly served Southeast Texas for over 25 years.

Technology expertise does not set an IT Services company apart. A great team that truly cares about your business is how we strive to make a difference.

We are a service organization first and the client is at the heart of everything we do. Our Team consists of experts in all aspects of information technology so that we can deliver customized services on a proficient and affordable basis.

Why us:

Wave Solutions is currently the security consulting firm for Jefferson County. We are knowledgeable of your entire network and existing security systems. Wave currently works with your IT department and maintenance department to provide cameras and security to the entire complex. Jefferson County and Wave Solutions already have an outstanding working relationship and I think this makes us the best choice for this project.

Acceptance:

Wave Solutions accepts all terms and conditions of the contract resulting from the RFP.

Proposal Valid Term:

This proposal is valid for **(90) days** from the deadline for delivery of proposals to the County.

Thank You



Nicholas B Luquette - Owner



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Name	Section
Proposal Cover Sheet	1
Transmittal Letter	2
Table of Contents	3
Executive Summary	4
Proposer Identifying Information	5
Proposer Personnel and Organization	6
Cost Proposal Form (Page 41)	7
Copy of RFP Specs in entirety	8



Executive Summary

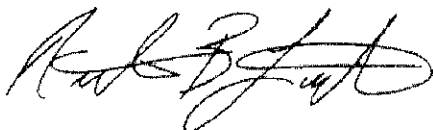
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Wave Solutions is proposing a 3xLogic Infinias access control system in response to the RFP for controlled building access for Jefferson County. Wave will provide all of the necessary hardware and software to upgrade your existing 52 doors. We are also including an additional 25 door blanket per the request of the RFP. Our system will come with an unlimited door license, unlimited users, as well as the capabilities of controlling your remote offices.

Wave will provide a dual sided badge printer and software for badge printing. Even though the County would like to still utilize their existing badges, Wave will also provide up to 300 printable badges for new hires or changes.

Wave will provide training on this system for designated employees at no additional cost for up to 3 years.

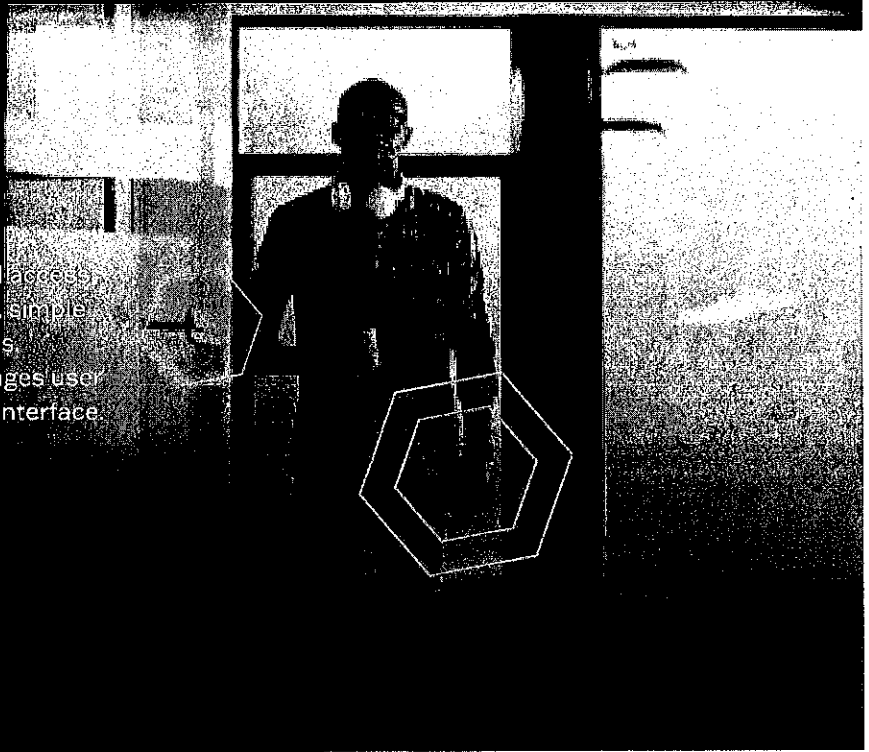
Thank You

A handwritten signature in black ink, appearing to read "Nicholas B Luquette". The signature is stylized and cursive.

Nicholas B Luquette - Owner

Introducing infinias

infinias provides a cost-effective, broad access, control solution that is easy to manage, simple to install, and scale with changing needs. infinias conveniently secures and manages user locations, within a simple and intuitive interface.



infinias is available as 4 licensed tiered options from CLOUD to server based:

- » [infinias CLOUD](#)
- » [infinias ESSENTIALS](#)
- » [infinias PROFESSIONAL](#)
- » [infinias CORPORATE](#)

Use Cases

- » Retail
 - » Education
 - » Multi-Tenant Buildings
 - » Single or Multiple Store Locations
 - » Healthcare
 - » Churches and Community Centers
- infinias is a powerful, yet simple to use and install access control solution. This scalable solution allows the user to manage from a single door to thousands of doors easily.

Features and Benefits

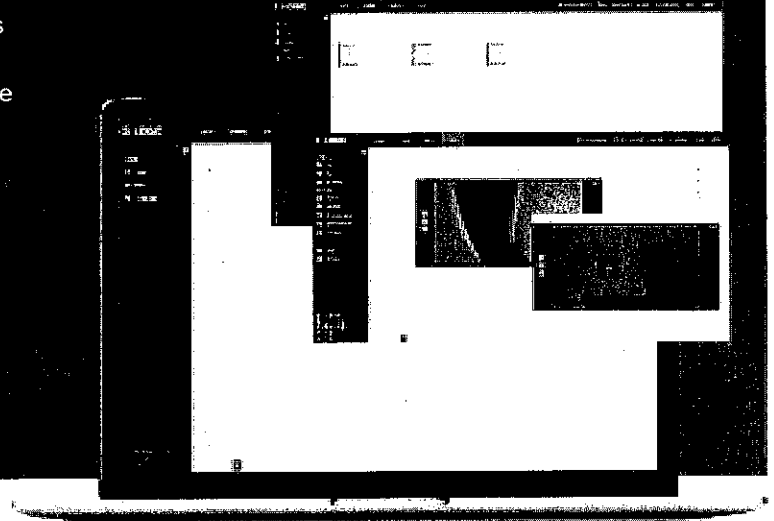
- » Manage single-door to enterprise-wide installations easily and securely
- » View, monitor, and report on events and alarms; define multiple security roles, access and privileges for individual users.
- » Powerful rules engine allows flexibility in providing users that ability to build customer tailored functionality specific to their needs, such as Lock Down, First In, Last Out, N Man Rule, etc.
- » Simple - quick and easy to install, and simple to use on a computer, mobile or tablet
- » Save money with unlimited door license on-premises and dealer support*
- » Integrates with ENGAGE wireless locks*

* May not be available for all licenses



infinias CLOUD

Infinias CLOUD brings all the benefits of infinias with the convenience of cloud. This affordable, scalable solution provides a high quality revenue stream with remote management capabilities, video integration and no training requirements.



Additional Features and Benefits of infinias CLOUD

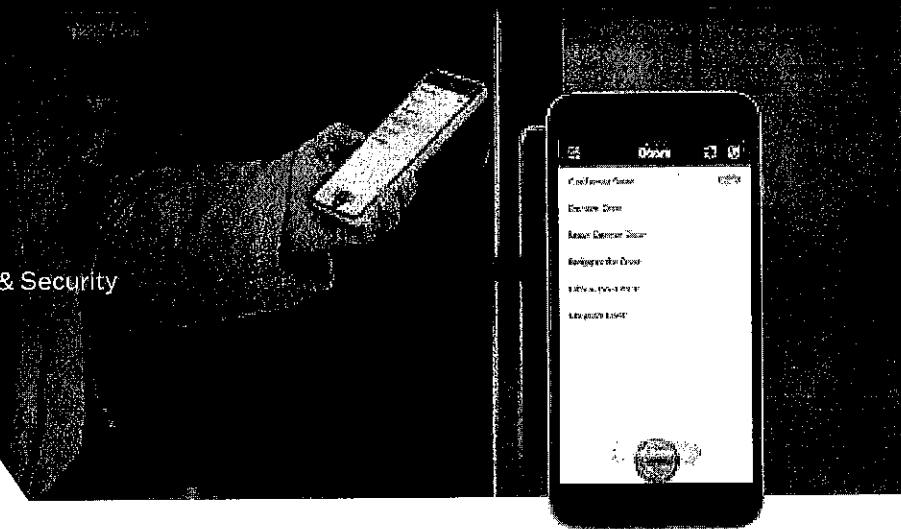
- » Automatic updates
- » High quality recurring revenue source
- » Mobile app as a credential – manage users and unlock assigned doors
- » Mobile app for remote management - viewing events, card holder management, view videos
- » Intuitive and simple GUI
- » Dealer certification and end user training available.
- » Integrates with Google Calendar and Microsoft Outlook Exchange Calendar
- » Easily manage people, groups, roles, privileges and credentials from our simple user interface.
- » Affordable - no server or maintenance for CLOUD solution.
- » Infinite scalability – unlimited doors, cardholders and credentials
- » Increase productivity with simple door status icons
- » Monitor Elevator control – infinite number of elevator banks and cabs can be monitored simultaneously
- » VIGIL video integration - access video in infinias CLOUD and the infinias Site Access Mobile App

For More Information:

3xLOGIC infinias www.3xlogic.com/products/infinias-cloud

infinias Mobile Credential

Open Doors with the Convenience & Security of your Mobile Device!



The Next Generation of Mobile Credential is Here!

3xLOGIC's Mobile Credential adds push notification, location services, Multi-Factor authentication (MFA) and upgrades to the default door page.

- » **Use push notification** to alert all your credential holders of any events of significance, such as school opening delays or lockdowns. Notifications can be sent ad hoc to a single person or group, or use the industry-leading infinias Rules Engine for preconfigured notifications based on events. For example, receive a notification when a door is forced between 6 pm and 6 am.
- » **Location services add two new capabilities:** when a user brings up the app, the three nearest doors are shown automatically on the home page making the app more convenient, and Administrators can also configure how close a user has to be to a door to gain access, to ensure the phone is present.
- » **Privileges can now be configured to require Multi-Factor Authentication (MFA)** and if so, a user will have to either already have or establish an unlock passcode/ biometric/ gesture/pin, thus adding "something you are" or "something you know" authentication forms to the existing "something you have" (the credential) for
- » increased security.

Features

- » Unlock doors without a keyfob, card or other device.
- » Be aware of events on premise with our new Push Notification Service.
- » Intuitive adaptive interface provides access to doors based on your location and most used.
- » Advanced security features prevent unwanted access to your credential and secured doors.

Benefits

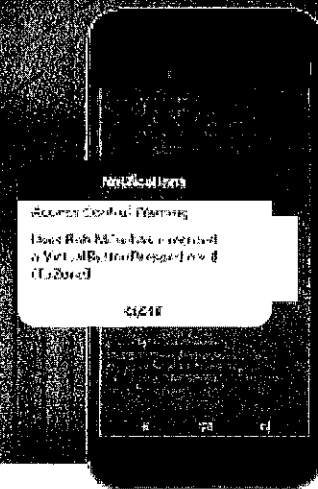
- » Improve efficiency of managing and securing your business.
- » Reduce overhead with the ability to grant access without issuing expensive keyfobs or cards.
- » Increased communication to your staff in the event of emergencies.

"There are other offerings out there that can accomplish mobile credentials and proximity requirements, but they require expensive NFC or BLE readers. Our mobile credential application is agnostic to any reader on the infinias server and can even work in a reader-less environment, because the application communicates directly to the server to trigger logic."

Andrew Griffith

Global Director of Sales Engineering

Start Managing and Receiving infinias Access Control Push Notifications Today!



Receive Push Notifications Right to Your Mobile Device with infinias CLOUD

infinias Push Notifications allows users to proactively manage their access control system instead of simply reacting to a problem. Users can now be notified when a door is left open, forced open or is in an overridden state, such as Lockdown. Users can also be notified of any activity before and after work hours

Features

- » Be proactively notified when an access control alarm takes place.
- » View associated video tied to the alarm in real-time.
- » Lock or unlock doors associated with the event.

Benefits

- » Improve efficiency of managing and securing your business.
- » Eliminate time searching for specific events.
- » Reduce overhead with the ability to grant access through a door when you're remote from the location.
- » Tighten security by minimizing doors that need to be unlocked on schedules.
- » Peace of mind for owners and admins.

Receiving Push

1,2,3.

Will I Receive Notifications Too Frequently?

The infinias rules engine is extremely flexible. You can choose:

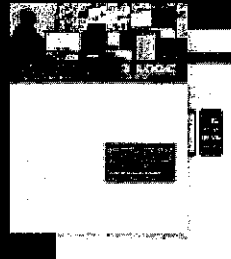
- » Who to notify.
- » What hours of the day to send notifications.
- » Which doors to receive notifications for and
- » Define the specific event(s) to notify them, all from the palm of your hand.

Case Studies - infinias

infinias provides cost-effective access control solutions that are easy to manage, simple to install, and scale with changing needs.

See the entire case study library [HERE](#)

Littleton Public Schools
Solution: infinias / Cameras / VIGIL / VCM

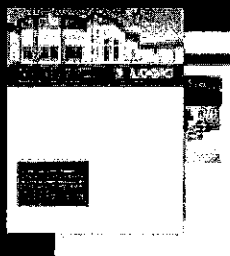


[View Case Study](#)

Littleton Public Schools (LPS) is a school district serving 28 square miles and over 15,000 students. It has 13 primary schools, 4 middle schools, 3 secondary schools, along with alternative programs, preschools and two charter schools.

[View Case Study](#)

Glasscock Co Schools
Solution: infinias / Wireless Locks



[View Case Study](#)

Glasscock County ISD is a school district in Garden City, TX. As of the 2018-2019 school year, it had 304 students. Glasscock maintains multiple buildings, comprising two campuses, pre-K through high school. Other facilities include an agriculture shop, cafeteria and concessions, two gyms, and a bus depot.

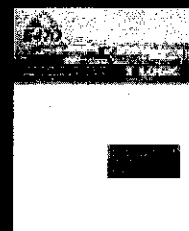
Harvest House Of Cannabis
Solution: infinias



[View Case Study](#)

Headquartered in Tempe, Arizona, Harvest is a multi-state cannabis operator and vertically integrated cannabis company.

Denver Toll
Solution: infinias



[View Case Study](#)

The E-470 Public Highway Authority is a political subdivision of the State of Colorado, and it is a toll highway that runs along the eastern perimeter of the Denver metropolitan area. The 47-mile beltway extends from south of Denver, around the city, and terminates at the north end of the metropolitan area.



Identifying Information

- a. Wave Solutions LLC, 5420 Cole Rd, Beaumont, Texas 77708
- b. Texas LLC S Corp
- c. Place Of Incorporation: Beaumont, Texas
- d. Office is located at 5420 Cole Rd Beaumont Texas 77708
- e. Principal Contact – Nicholas B Luquette, 5420 Cole rd., Beaumont, Texas 77708
 - a. Office – 409.924.9459
 - b. Cell – 409.782.0684
 - c. Fax – 409.924.9411
 - d. brandonl@wavecomputers.com
- f. Federal EIN: 73-1646605 JEFFERSON COUNTY VENDOR #211173
- g. Employee for this project will be as follows and all addresses are the office
 - a. Nicholas B Luquette – 409.7820.684
 - b. Shawn Klock – 409.543.5324
 - c. Ramiro Diaz – 409.284.3937
- h. Wave Solutions is a financially stable local business since 2002. We have worked with Jefferson county on its camera security systems for several years. We have the ability to perform all the functions required by this RFP and to provide those services represented by us as the proposer.



Proposers Personnel and Organization

Key personnel and project manager for this project

Name: Nicholas B Luquette

Employment History for last ten years: Wave Solutions LLC owner since 2002

Experience: 3xlogic/Infinitas Certified for Access control systems, BICSI RCDD, Microsoft MSCE, Cisco CCNA, Ubiquiti Enterprise certified

State License for Access control: B15976

Nicholas is the current owner of Wave Solutions LLC. He is also the current project manager for the ongoing cameras systems project at Jefferson County.





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

COST PROPOSAL FORM:

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

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Total Cost per specifications for existing entry doors and keypads	\$ \$117,700.00
Cost for each additional entry door added	\$ \$2,850.00
Cost for each additional keypad added	\$ \$450.00
Cost for each additional controller added	\$ 0.00 see below
Name of Proposer:	Wave Solutions LLC
Signature:	
Title:	Nicholas Luguette - Owner

Please Note: With the 3xLogic Infinias system that we are bidding which the county IT has seen a demo, the controller comes with each entry door. It is not a 4 or 8 door controller that you add entries to but rather a single network controlled door controller for each entry so they can be zoned accordingly. Therefore there is not a seperate controller price from the entry door and this will keep the system costs lower. Additional Entry door bundle with 3xlogic to consist of controller, HID reader, motorized strike

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



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
8/25/2023	7565

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

Description	Qty	Cost	Total	Project
3xLogic Access Control Complete upgrade to Corporate Software with Controllers		0.00	0.00	
52 Infinias Access Control door controllers with installation, wiring, and configuration -this count was pulled from your existing database and is all doors and Gates currently operational on the old system -should there be more or less doors we can increase/decrease accordingly -assumes we can utilize existing door hardware infrastructure for your readers and your printable badges -Import of your existing Users First name, lastname, site code and card code. No import of groups without testing and the current database access	52	2,100.00	109,200.00	
3xlogic Door Controller Server Rackmount with Corporate Lifetime license - Includes unlimited doors and unlimited USERS *Includes a new dual sided Badge Printer with software compatible with Windows 10/11/server OS	1	8,500.00	8,500.00	
Doors with existing keypad migrate to 3xlogic and will require cabling, a controller, and a reader - Accts payable and server room *Mobil credential packs for door lock/unlock from cellular phone is an option - \$189 for 10 licenses	2	2,250.00	4,500.00	
Additional 25 door from various departments gathered by Verence Rosales in HR *4 of these doors are at the JP office in fannet *additional 25 are all new and will require access control module, external rated strike with latch bolt monitor and license **any conduits or wiring provided by electrician onsite with jeffco (wave will provide wire to the electrician)	25	2,850.00	71,250.00	
		Total	\$193,450.00	

**If doors cannot be added because of building issues like concrete frames or because they are deemed that it is not needed then a credit per door will be issued

Customer Signature

Phone # 409.924.9459

Fax # 409.924.9411

office@wavecomputers.com

http://www.wavecomputers.com





JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Request for Proposal

January 9, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-077/MR), Controlled Building Access System for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

There will be a Pre-Proposal Conference on, Tuesday, January 23, 2024, at 2:00 pm CT in the Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

PROPOSAL NAME: **Controlled Building Access System for Jefferson County**

PROPOSAL NUMBER: **RFP 23-077/MR**

DUE DATE/TIME: **11:00 AM CT, Wednesday, February 21, 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 Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

<p>PUBLISH: Beaumont Enterprise & Port Arthur News: January 10, 2024 & January 17, 2024 The Examiner: January 11, 2024</p>

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

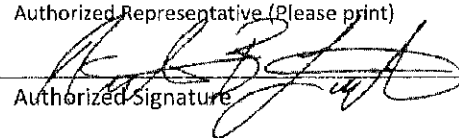
THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided building access security of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company’s general insurance coverage.
- NA 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.

WAVE SOLUTIONS LLC	409.782.0684
Company	Telephone Number
5420 COLE RD, BEAUMONT, TX 77708	409.924.9411
Address	Fax Number
NICHOLAS B LUQUETTE	OWNER
Authorized Representative (Please print)	Title
	03/04/2024
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for building security access.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

PROPOSER: INSERT COMPLETED SAM.GOV BEHIND THIS PAGE.



WAVE SOLUTIONS LLC

Unique Entity ID PHAUHUU1NZJ6	CAGE / NCAGE 5RXZO	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 28, 2024	
Physical Address 5420 Cole RD Beaumont, Texas 77708-4302 United States	Mailing Address 5420 Cole RD Beaumont, Texas 77708-3804 United States	

Business Information

Doing Business as WAVE COMPUTERS	Division Name Wave Solutions	Division Number Wave Solut
Congressional District Texas 36	State / Country of Incorporation Texas / United States	URL http://www.wavecomputers.com

Registration Dates

Activation Date Mar 31, 2023	Submission Date Mar 29, 2023	Initial Registration Date Oct 22, 2009
--	--	--

Entity Dates

Entity Start Date Jul 1, 2002	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?
Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Sole Proprietorship	Business or Organization	Limited Liability Company
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	5RXZ0

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****83	77708
Financial Institution	Account Number	
STELLAR BANK	*****99	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
4098617200	(blank)	4098617200

Fax
(blank)

Remittance Address

**WAVE COMPUTERS
5420 Cole RD
Beaumont, Texas 77708
United States**

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****6605	Applicable Federal Tax	Wave Solutions
Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2022	Owner	Mar 29, 2023
Address	Signature	
5420 Cole RD Beaumont, Texas 77708	NICHOLAS BRANDON LUQUETTE	

Points of Contact

Accounts Receivable POC

👤
**Nicholas B Luquette, Mr
brandonl@wavecomputers.com
4097820684**

Electronic Business

⌘
 Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

5420 Cole RD
 Beaumont, Texas 77708
 United States

Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

5420 Cole RD
 Beaumont, Texas 77708
 United States

Government Business

⌘
 Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

5420 Cole RD
 Beaumont, Texas 77708
 United States

Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

5420 Cole RD
 Beaumont, Texas 77708
 United States

Past Performance

⌘
 Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

5420 Cole RD
 Beaumont, Texas 77708
 United States

Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

5420 Cole RD
 Beaumont, Texas 77708
 United States

Sole Proprietorship POC

⌘
 Nicholas B Luquette, Mr
 brandonl@wavecomputers.com
 4097820684

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541519	Other Computer Related Services
	238210	Electrical Contractors And Other Wiring Installation Contractors
	334111	Electronic Computer Manufacturing
	334112	Computer Storage Device Manufacturing
	334118	Computer Terminal And Other Computer Peripheral Equipment Manufacturing
	334210	Telephone Apparatus Manufacturing
	334290	Other Communications Equipment Manufacturing
	423430	Computer And Computer Peripheral Equipment And Software Merchant Wholesalers
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	561621	Security Systems Services (Except Locksmiths)
	611420	Computer Training

Product and Service Codes

PSC	PSC Name
5915	Filters And Networks

5995 Cable, Cord, And Wire Assemblies: Communication Equipment 122
 D300 Information Technology And Telecommunications
 U012 Education/Training- Information Technology/Telecommunications Training

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
 (blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$900,000.00
 Number of Employees (in accordance with 13 CFR 121) 9

Location

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

Industry-Specific

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

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States Texas Counties TX: Orange, Jefferson, Hardin Metropolitan Statistical Areas TX: Beaumont-Port Arthur

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

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Wave Solutions LLC
 Beaumont, TX United States

Certificate Number:
 2024-1120393

Date Filed:
 02/06/2024

Date Acknowledged:

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

Jefferson County

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

RFP 23-077/MR
 Controlled Building Access System for Jefferson County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Luquette, Nicholas	beaumont, TX United States	X	

5 Check only if there is NO Interested Party.

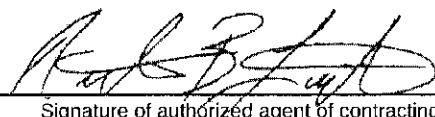
6 UNSWORN DECLARATION

My name is Nicholas B Luquette, and my date of birth is 03/07/1980.

My address is 5420 Cole Rd, Beaumont, TX, 77708, US
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of TX, on the 06 day of Feb, 2024.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

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 as additional insured and will provide the actual policy wording or endorsement showing as such.

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE**1.36.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

133

DATE (MM/DD/YYYY)
02/01/2024

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

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

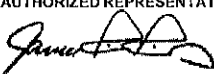
PRODUCER Higginbotham Insurance Agency, Inc. 3500 Hwy 365 Suite B Port Arthur TX 77642	CONTACT NAME: Stacy Blackman	
	PHONE (A/C. No., Ext): 409-721-6400	FAX (A/C. No.): 409-721-9600
E-MAIL ADDRESS: sbblackman@higginbotham.net		
License#: 2081754 WAVESOL-01		INSURER(S) AFFORDING COVERAGE
		INSURER A: Hartford Underwriters Insurance Company 29424
		INSURER B: Twin City Fire Insurance Company 29459
		INSURER C: Nutmeg Insurance Company 39608
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 183141117 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65 SBA BA8RRV	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65 UEC EM0793	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			65 SBA BA8RRV	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65WECBA8TBX	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract and subject to policy terms & conditions the general liability policy is primary and non-contributory, includes blanket additional insured and blanket waiver of subrogation and has a per project aggregate. The auto coverage is primary and non-contributory, includes blanket additional insured and blanket waiver of subrogation. The umbrella policy sits excess of the general liability, auto liability and employers liability.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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

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

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

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

	<p>of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p>	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>	
<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	<p>2 CFR 200.334</p>

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.

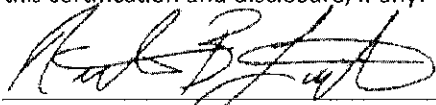
BYRD ANTI-LOBBYING CERTIFICATION

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 Wave Solutions LLC 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

Nicholas B Luquette - Owner

Name and Title of Contractor's Authorized Official

03/04/2024

Date

REQUIRED FORM

Proposer:

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

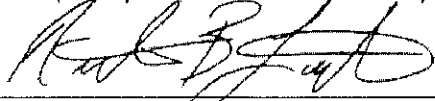
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Wave Solutions LLC 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

Nicholas B Luquette - Owner

Name and Title of Contractor's Authorized Official

03/04/2024

Date

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

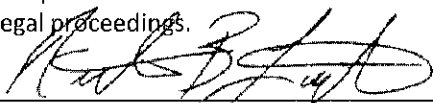
8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive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

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

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

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

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



Signature of Contractor's Authorized Official

Nicholas B Luquette - Owner

Name and Title of Contractor's Authorized Official

03/04/2024

Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, February 21, 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 ins 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

There will be a Pre-Proposal Conference on Tuesday, January 23, 2024, at 2:00 pm CT, at Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

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, February 9, 2024.

3.4 TENTATIVE SCHEDULE OF EVENTS

January 9, 2024	Issuance of Request for Proposal
January 23, 2024	Pre-Proposal Conference
February 21, 2024	Deadline Submission (late proposals will not be considered)
February 23, 2024	Proposals distributed to Evaluation Committee
February 29, 2024	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
March 7, 2024	If Applicable: Conduct Interview/Best and Final Offer/Short List
March 12, 2024	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 41)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide an updated controlled building access control system including hardware and software for various buildings and property sites. These specifications target security industry integrators with a thorough complement of brands and technologies at their disposal, who can effectively manage the design, install, train Jefferson County staff and service such systems. This RFP outlines the minimum requirements for a building access system and components which will serve as a starting point upon which Jefferson County can build their final desired system (through option add-on), as well as mediums for proposal evaluation. This RFP is issued to establish minimum design and performance standards for base unit system configurations and building access system components. A comprehensive list of components related to each submitted proposal shall be priced and included in proposal. Proposer must indicate if software and hardware are proprietary or non-proprietary. Offeror must have the ability to effectively sell and service the equipment to Jefferson County.

Offers shall possess (and if a separate entity, Offeror's installation source) and submit evidence of with proposal, a current Texas Commission on Private Security license(s) for sales consulting and installation.

5.2 BACKGROUND

Jefferson County is located in Southeast Texas, with its County seat in Beaumont. Jefferson County is governed by a Commissioners' Court consisting of a County Judge and four (4) Precinct Commissioners. There are approximately forty-one (41) departments and approximately 1,123 full-time employees assigned to the following government operations:

- General Government
- Judicial & Law Enforcement
- Education & Recreation
- Health & Welfare
- Maintenance (Equipment & Structures)

Public access is available Monday-Friday, 7:30 AM to 5:30 PM except on major holidays. Employee access is available 24 hours a day, 365 days a year based on department requirements.

5.3 BASE SYSTEM – System must include all hardware and software to meet the requirements listed in this RFP. System must be on premise based, not cloud based.

- A. Access control points must include indoor and outdoor mounting options.
 1. Our current system has 52 access control doors.
 - i. In addition to the access control doors, 2 locations have a keypad that will need to be updated to the new system.
 2. We will be adding up to an additional 25 access control doors. Up to 12 of these locations will need to have keypad entry in addition to the access control doors.
 - i. System must be upgradable to add additional access control doors.
 3. System must allow for additional access control doors to be added for future needs of Jefferson County.
- B. System must offer a high reliability, consistent read-range for all locations.
- C. System must include unlimited users to be added at no additional cost to the County.
- D. System must include a dual sided badge printer with software compatible with Windows 10/11.
- E. System controls must include the following:
 1. Add/Remove Users.
 2. Temporarily suspend access.
 3. User access groups based on location and hours of access.
 4. Log door entry based on location, user, time and date.

5.4 MAINTENANCE AND REPAIR

All offerors shall include pricing on labor costs for maintenance and repair, in cost per hour and/or lot price scenarios. (Note: Maintenance contract pricing, such as a multi-year maintenance contracts/extended warranty options may be addressed.)

5.5 INSTALLATION: CABLE & LABOR COSTS

All offerors shall include pricing for all installation elements.

5.6 TRAINING

Offerors shall provide Jefferson County with comprehensive owner manuals, covering all components purchased in the specific systems. Jefferson County must have ongoing opportunity for communication with an engineer, sales engineer, or qualified technician, beginning at the time of installation and extending for the useful life of each system. Jefferson County prefers to have on-site training. Offerors shall include, pricing for system training, providing Jefferson County with detailed descriptions on training pricing. Offeror may present this in a price-per-hour and/or a set price scenario, but shall address training instructor costs, as well as training material, travel, and other relevant costs breakdowns. Where such training or training elements is standard and include in base prices, offeror shall provide details and describe it as "standard".

5.7 SURETY FOR INSURANCE

Jefferson County shall require the successful offeror to furnish, within ten (10) days after the date of the signing of a contract, a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). Within ten (10) days after the date of the signing of a contract, the successful offeror shall furnish a payment bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

5.8 PRICING

Proposals shall include all charges for delivery, packaging, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

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

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience.

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Building access security

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 41 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 41 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 23-077/MR
RFP TITLE: Controlled Building Access System for Jefferson County
RFP DUE BY: 11:00 am CT, Wednesday, February 21, 2024
ADDENDUM NO.: 1
ISSUED (DATE): February 23, 2024

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

Reason for Issuance of this Addendum:

1. Revised Cost Proposal Form
2. Vendor Questions
3. Bids due date extension. Bids due by 11:00 am CT, Wednesday March 13, 2024.

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

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

ATTEST:

Shawn Klock

Witness

Witness

Approved by _____ Date: 03/04/2024

Nicholas Luquette

Authorized Signature (Respondent)

Nicholas Luquette - Owner

Title of Person Signing Above

Wave Solutions LLC

Typed Name of Business or Individual

5420 Cole Rd Beaumont, TX 77708

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent


1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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COST PROPOSAL FORM:

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

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Total Cost per specifications for existing entry doors and keypads	\$ \$117,700.00
Cost for each additional entry door added	\$ \$2,850.00
Cost for each additional keypad added	\$ \$450.00
Cost for each additional controller added	\$ 0.00 see below
Name of Proposer:	Wave Solutions LLC
Signature:	
Title:	Nicholas Luguette - Owner

Please Note: With the 3xLogic Infinias system that we are bidding which the county IT has seen a demo, the controller comes with each entry door. It is not a 4 or 8 door controller that you add entries to but rather a single network controlled door controller for each entry so they can be zoned accordingly. Therefore there is not a separate controller price from the entry door and this will keep the system costs lower. Additional Entry door bundle with 3xlogic to consist of controller, HID reader, motorized strike

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.



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1. Question: How many different locations have access control panels for this upgrade?
 Answer: 26

2. Question: Can we set a site visit to see each panel location?
 Answer: We can schedule a site visit for the panel in the Courthouse located at 1149 Pearl Street, Beaumont, Texas 77701. The panels are the same at each site.

3. Question: 1123 employees in 41 Departments – How many different access levels currently?
 Answer: 71

4. Question: How many groups do you have to transfer from your old system to the new?
 Answer: See question 3.

5. Question: Will you be wanting additional groups in your new system?
 Answer: Yes

6. Question: What brand/version is your HR Database?
 Answer: MAXxess Systems Inc.

7. Question: Confirm your Video Management System is Digital Watchdog.
 Answer: Yes.

8. Question: Do you currently have any access control alarm integration with your Video Management System?
 Answer: No

9. Question: Will you want your new system to integrate with your VMS? (Automatic camera call up with a door alarm so you can see the cause of the alarm in your access control interface)
 Answer: Not at this time.

10. Question: Will you want any other types of credentials (other than your current access cards) to work on your new system? (cell phones, key fobs, finger print... etc)?
 Answer: Cell phones.



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11. Question: How many people will need to be trained on the new system? IT Level, Admin Level, Law enforcement, HR End Users, Any Others?

Answer: IT Level – 2, HR Level - 4

12. Question: After the initial onsite training, is online/Teams training an option for you?

Answer: Yes

13. Question: Can you provide a copy of the pre bid sign in sheet?

Answer: The pre bid sign in sheet is attached as attachment A.

14. Question: Do you have a security vendor who is currently supporting your system? If so, who?

Answer: No.

15. Question: For the door upgrade unit pricing, can you provide a list of the doors and their locations?

Answer: We do not have a definite list at this time.

16. Question: Will you want an extended warranty or service agreement in your proposal?

Answer: You can include this as an option.

17. Question: Will there be an opportunity to present our solution to you in person?

Answer: See section 7.4 Evaluation Process.

18. Question: Do you want new panel hardware or repurpose the existing panel hardware, with new software?

Answer: We want all existing hardware to be utilized if possible.

19. Question: What system would you like bid?

Answer: This is an RFP and we need the expertise of the bidder on the system that will meet our needs.

20. Question: Since we would only be replacing existing card read readers and control boards, Would it possible to waive the historic work history mandate?



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Answer: All work on historical buildings must be approved by the Texas Historic Commission.

21. Question: How many buildings with access readers?

Answer: Attachment B is the original equipment list we purchased. We have added approximately 5 locations. Please note this is just an estimate of how many additions were added to the original system.

22. Question: What is the manufacture of the current access control system.

Answer: Schlage

23. Question: Keypad request.

- a. 1. Is this a Keypad/Reader Combo?
- b. 2. How many other readers at the locations with the keypad reader?

Answer: 1. No.
 2. Two.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet

PRE-BID CONFERENCE FOR: (RFP 23-077/MR) Controlled Building Access System for Jefferson County

Tuesday, January 23, 2024, at 2:00 pm CT in the Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

PLEASE PRINT.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
Kirk Gordon	ACCESS DATA LLC	140 CYPRESS STATION DR Houston, TX 77090	281-612-9088 718-264-1256	kirk@accessdata.com
De Lane	Vector Security	3515 Fannin #106 Bart 77701	409-219-3530	dklane@vectorsecurity.com
Guy Bills	EverOn	Houston	832-840-7877	guybills@EAT.com
Tam Chadney	Sheriff's Office			
Donta Miller	Sheriff's Office			
McKenna Bertrand	Human Resources			



JEFFERSON COUNTY PURCHASING DEPARTMENT

Sign-In Sheet

PRE-BID CONFERENCE FOR: (RFP 23-077/MR) Controlled Building Access System for Jefferson County

Tuesday, January 23, 2024, at 2:00 pm CT in the Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

PLEASE PRINT.

NAME	COMPANY/FIRM	ADDRESS	OFFICE/CELL # (S)	EMAIL
Chad Riedel	Digi Security System		409 507 6583	chad_r@digiss.com
Misty Reeves	Purchasing Dept.	1149 Pearl St. Beaumont, TX 77701	409-835-8543	misty.reeves@jeffco.tx.us
Venence Rosales	HR	1225 Pearl St Ste 201 Beaumont TX 77701	409-839-7391	Venence.Rosales@jeffco.tx.us
Sheldon Jenkins	MIS	1149 Pearl St.	409-835-8447	Sheldon.Jenkins@jeffco.tx.us
Mary Helm	MIS			
Jeff Ross	MIS			
John Pearce	IT&S		337-802-7668	jpearce@itands11.com

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EQUIPMENT LIST

CUSTOMER NAME Jefferson County
 ACCOUNT No. JEC001
 PROJECT NAME Access Controlled Doors for Jefferson County

SALES REP Charles Boldt

Item	QTY	PART NO.	MANF	DESCRIPTION
PROJECT				
1	1	AMAG	AMAG	BUSINESS EDITION SOFTWARE
2	1	SIC	SIC	DATABASE CONVERSION 1200 Existing Card Users
3	1	CITY	CITY	FIRE RELAY (PROVIDED BY OTHERS)
4	1	CITY	CITY	MAGLOCK PERMITS (PROVIDED BY OTHERS)
5	1	SIC	SIC	PROJECT MANAGEMENT
6	1	SIC	SIC	PROGRAMMING
7	2	AMAG	AMAG	SOFTWARE LICENSES
8	1	SIC	SIC	MISC
HISTORICAL SIDE - BASEMENT - CONTROL ROOM				
9	1	M2150	AMAG	CONTROL PANEL ACU
10	1	WIM-8	AMAG	WIM-8 Wiegand Interface Module for 8 Readers
11	1	AL600ULXB	Altronix	24VDC/ 12VDC Power Supply Board
12	1	PDB	Altronix	8 Fused Output power distribution board
13	1	MN-NIC-4	AMAG	Symmetry M2150 Network Interface Card - 10/100Mbps
14	1	PIM-4	SCHLAGE	Panel Interface Module for Wireless Access
HISTORICAL SIDE - REAR DR 1				
15	1	HU-5385	HID	THIN LINE WEATHERPROOF HID READER
16	2	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
17	2	DS-DS150	BOSCH	REQUEST TO EXIT MOTION
18	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
19	1	STEREN	ST-SSMG001	SURFACE MOUNT GANG BOX
20	1	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
21	1	SIC	SIC	PUSH TO EXIT SIGN
HISTORICAL SIDE - DOOR 2				
22	1	HU-5385	HID	THIN LINE WEATHERPROOF HID READER
23	2	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
24	2	DS-DS150	BOSCH	REQUEST TO EXIT MOTION
25	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
26	1	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
27	1	SIC	SIC	PUSH TO EXIT SIGN
28	1	WR-IN-12VDC	SCHLAGE	INDOOR WIRELESS INTERFACE
29	1	693D1-RDC	SCHLAGE	POWER SUPPLY
30	1	AL600ULXB	Altronix	24VDC/ 12VDC Power Supply Board
HISTORICAL SIDE - FIRST FLOOR				
31	3	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
32	1	HU-5385	HID	THIN LINE WEATHERPROOF HID READER
33	3	DS-DS150	BOSCH	REQUEST TO EXIT MOTION
34	1	SIC	SIC	PUSH TO EXIT SIGN
35	3	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
36	1	WR-IN-12VDC	SCHLAGE	INDOOR WIRELESS INTERFACE
37	1	SIC	SIC	NICE-DUCT - BROWN - 26 FEET
38	1	AL600ULXB	Altronix	24VDC/ 12VDC Power Supply Board
NEW SIDE - ELECTRICAL ROOM (ROOM, D136)				
40	1	M2150	AMAG	CONTROL PANEL ACU
41	1	WIM-8	AMAG	WIM-8 Wiegand Interface Module for 8 Readers
42	1	AL600ULXB	Altronix	24VDC/ 12VDC Power Supply Board
43	1	PDB	Altronix	8 Fused Output Power distribution board
44	1	MN-NIC-4	AMAG	Symmetry M2150 Network Interface Card - 10/100Mbps
45	4	DCU	AMAG	4 DCU
46	1	WIM-4	AMAG	WIM-4 Wiegand Interface Module for 8 Readers

	QTY	DESCRIPTION	SIC	NEW SIDE - MAIN ENTRANCE LOBBY - DOOR #1
47	1	SIC	SIC	ELECTRIC HANDICAP DOOR - TIE IN
48	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
49	1	CM-453	CAMDEN	4" SQUARE PUSH TO OPEN BUTTON EXTERNAL
50	1	DTDP Relay	SIC	DOUBLE THROW DOUBLE POLL RELAY 12V
51	1	RELAY HOUSING	SIC	HOUSING FOR RELAY
52	2	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
53	1	DS-DS150I	BOSCH	REQUEST TO EXIT MOTION
54	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
55	1	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
56	1	SIC	SIC	PUSH TO EXIT SIGN
DOOR 2				
57	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
58	1	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
59	1	DS-DS150I	BOSCH	REQUEST TO EXIT MOTION
60	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
61	1	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
62	1	SIC	SIC	PUSH TO EXIT SIGN
DOOR 3				
63	1	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
64	1	DS-DS150I	BOSCH	REQUEST TO EXIT MOTION
65	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
66	1	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
67	1	SIC	SIC	PUSH TO EXIT SIGN
68	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
69				
DOOR 4				
70	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
71	1	HE-100610001	HES	STRIKE W/ AD OPTION PLATE
DOOR 5				
72	1	SIC	SIC	ELECTRIC HANDICAP DOOR - TIE IN
73	1	DTDP Relay	SIC	DOUBLE THROW DOUBLE POLL RELAY 12V
74	1	CM-453	CAMDEN	4" SQUARE PUSH TO OPEN BUTTON EXTERNAL
75	1	DTDP Relay	SIC	DOUBLE THROW DOUBLE POLL RELAY 12V
76	1	RELAY HOUSING	SIC	HOUSING FOR RELAY
77	2	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
78	2	DS-DS150I	BOSCH	REQUEST TO EXIT MOTION
79	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
80	2	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
81	1	SIC	SIC	PUSH TO EXIT SIGN
DOOR 6				
82	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
83	2	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
84	2	DS-DS150I	BOSCH	REQUEST TO EXIT MOTION
85	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
86	1	STEREN	ST-SSMG001	SURFACE MOUNT GANG BOX
87	2	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
88	1	SIC	SIC	NICE-DUCT - BROWN - 25 FEET
89	1	SIC	SIC	PUSH TO EXIT SIGN
DOOR 7				
90	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
91	1	HE-100610001	HES	STRIKE W/ AD OPTION PLATE
DOOR 8				
92	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
93	2	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK
94	2	DS-DS150I	BOSCH	REQUEST TO EXIT MOTION
95	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
96	1	STEREN	ST-SSMG001	SURFACE MOUNT GANG BOX
97	1	DS-REC	SENTROL	RECESSED DOOR STATUS SENSOR
98	1	SIC	SIC	NICE-DUCT - BROWN - 25 FEET
99	1	SIC	SIC	PUSH TO EXIT SIGN
DOOR 9				
100	1	HU-5365	HID	THIN LINE WEATHERPROOF HID READER
101	1	RU-831028	RUTHERFORD	SINGLE MAGNETIC LOCK

07 883

102	1	DS-DS160	BOSCH	REQUEST TO EXIT MOTION
103	1	CAMDEN	CM-2507	THIN LINE PUSH BUTTON
104	1	DS-REC	SENTRON	RECESSED DOOR STATUS SENSOR
105	1	SIC	SIC	PUSH TO EXIT SIGN
		GATE		NEW SIDE - GATE
106		SIC	SIC	REPLACE & TIE IN EXISTING CONTROLLER EQUIP
		CABLE		CABLE FOR NEW SIDE
107	2	9842	CSC	RS-485 CABLE (2000 FEET)
108	2	5820	CSC	18/2 Power CABLE (2000 FEET)
109	2	4455	CSC	22/2 CABLE (2000 FEET)
110	2	9963	CSC	24/4 CABLE (2000 FEET)
		CABLE		CABLE FOR NEW SIDE
111	9	9842	CSC	RS-485 CABLE (9000 FEET)
112	9	5820	CSC	18/2 Power CABLE (9000 FEET)
113	9	4455	CSC	22/2 CABLE (9000 FEET)
114	9	9963	CSC	24/4 CABLE (9000 FEET)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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 1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 23-077/MR
RFP TITLE: Controlled Building Access System for Jefferson County
RFP DUE BY: 11:00 am CT, Wednesday, February 21, 2024
ADDENDUM NO.: 2
ISSUED (DATE): March 1, 2024

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

Reason for Issuance of this Addendum:

1. Vendor Question

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

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

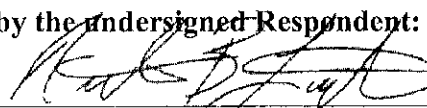
ATTEST:

Shawn Klock

Witness

Witness

Approved by _____ Date: 03/04/2024



 Authorized Signature (Respondent)

Nicholas Luquette - Owner

 Title of Person Signing Above

Wave Solutions LLC

 Typed Name of Business or Individual

5420 Cole Rd Beaumont, TX 77708

 Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. Question: Just to be clear, there are 26 panels that will need work in this scope?

Answer: The panel and door list we printed out of our system are attached in Attachment A.

2/13/2024 2:24:11 PM

Doors by Name



Line	Id	Name	Address	FloorPlan	P_Row	P_Col	State	Show	ShowPicture	Camera	Enable
1	1000013	252nd Court Room Entrance			0	0	01	1	0	0	1
2	1000059	50 district court			0	0	01	1	0	0	1
3	1000001	Adult Probation - Reader 0.2			0	0	01	1	0	0	1
4	1000045	AP - 1st Floor Door 1			0	0	01	1	0	0	1
5	1000044	AP - 2nd Floor Door 1			0	0	01	1	0	0	1
6	1000052	AP - 2nd Floor Door 2			0	0	01	1	0	0	1
7	1000000	AP - Rear Employee Entrance			0	0	01	1	0	0	1
8	1000054	AP - 1st Floor Door 2			0	0	01	1	0	0	1
9	1000008	CC - CC2			0	0	01	1	0	0	1
10	1000009	CC - CC3			0	0	01	1	0	0	1
11	1000005	CC - Reader 0.1			0	0	01	1	0	0	1
12	1000006	CC - Reader 0.2			0	0	01	1	0	0	1
13	1000012	CDC - Courtroom Entrance			0	0	01	1	0	0	1
14	1000023	CH - County Clerks Stairwell Exit			0	0	01	1	0	0	1
15	1000022	CH - Court Yard Rear Entrance			0	0	01	1	0	0	1
16	1000025	CH - Internal Lobby Pass-thru			0	0	01	1	0	0	1
17	1000026	CH - JP/Constable Public Entrance			0	0	01	1	0	0	1
18	1000020	Ch - Main Entrances 4			0	0	01	1	0	0	1
19	1000021	CH - Main Entrances 5			0	0	01	1	0	0	1
20	1000019	CH - Main Entrance 1 Handicap			0	0	01	1	0	0	1
21	1000004	Cort. Fac. - Reader 0.2			0	0	01	1	0	0	1
22	1000007	County Criminal Courts Main Entry			0	0	01	1	0	0	1
23	1000014	Court Coordinator Palmyr Sids			0	0	01	1	0	0	1
24	1000010	Court Coordinators Main - Room 11			0	0	01	1	0	0	1
25	1000011	District Criminal Courts Main Door			0	0	01	1	0	0	1
26	1000024	Extra			0	0	01	1	0	0	1
27	1000015	HB - 1st Floor Main Entrances			0	0	01	1	0	0	1
28	1000058	HB - 279th District Court			0	0	01	1	0	0	1
29	1000057	HB - 58th District Court			0	0	01	1	0	0	1
30	1000055	HB - 68th District Court			0	0	01	1	0	0	1
31	1000016	HB - Basement Franklin Side			0	0	01	1	0	0	1
32	1000017	HB - Basement rear			0	0	01	1	0	0	1
33	1000036	HB - County Court at Law #1			0	0	01	1	0	0	1
34	1000018	HB - Rear Parking Lot (GATE)			0	0	01	1	0	0	1
35	1000025	Laselle Door			0	0	01	1	0	0	1
36	1000037	PA Adult Probation Cafeteria Door			0	0	01	1	0	0	1
37	1000040	PA Adult Probation Conference ID			0	0	01	1	0	0	1
38	1000034	PA Adult Probation Exterior Door ID			0	0	01	1	0	0	1
39	1000041	PA Adult Probation Lobby Door ID			0	0	01	1	0	0	1
40	1000035	PA Health & Social Exterior Door ID			0	0	01	1	0	0	1
41	1000031	PA Health & Social Lobby Door ID			0	0	01	1	0	0	1
42	1000030	PA Health & Social Big Split Door ID			0	0	01	1	0	0	1
43	1000039	PA Health & Social Cafeteria Door ID			0	0	01	1	0	0	1
44	1000036	PA Health & Social Conf. Room ID			0	0	01	1	0	0	1
45	1000033	PA Health & Social Corridor Door ID			0	0	01	1	0	0	1
46	1000038	PA Health & Social lobby door ID			0	0	01	1	0	0	1
47	1000002	Sally port door - Hwy 69			0	0	01	1	0	0	1
48	1000027	SD - Parking Lot Door			0	0	01	1	0	0	1
49	1000042	SD - Sheriff East Entrance			0	0	01	1	0	0	1
50	1000028	SD - Sheriff Front Entrance/Public			0	0	01	1	0	0	1
51	1000043	SD - Sheriff West Entrance			0	0	01	1	0	0	1
52	1000060	Tax Office Wild County Rear Door ID			0	0	01	1	0	0	1

MAXESS Systems Inc, Arathelm, CA, USA. 1 Doors by Name

MAXESS		Panels				2/13/2024 2:23:48 PM	
Line	Id	Name	Address	FloorPlan	P_Col	P_Row	PanelTy
1	115	Adult Probation 1st Floor			0	0	84
2	112	Adult Probation 2nd Floor			0	0	84
3	9	Adult Probation on Board DDM			0	0	85
4	8	Correctional Facility On Board DDM			0	0	85
5	14	Criminal Court - 252nd			0	0	84
6	12	Criminal Court - CC3			0	0	84
7	11	Criminal Court - County Criminal			0	0	84
8	13	Criminal Court - District Criminal C			0	0	84
9	10	Criminal Court On Board DDM			0	0	85
10	76	Health & Parole Big Panel 1			0	0	88
11	78	Health & Parole Big Panel 2			0	0	87
12	79	Health & Parole Big Panel 3			0	0	87
13	80	Health & Parole Big Panel 4			0	0	87
14	81	Health & Parole Big Panel 5			0	0	87
15	82	Health & Parole Big Panel 6			0	0	87
16	2	Historical Bld DDM Panel 1			0	0	84
17	1	Historical Bld On Board DDM 150			0	0	85
18	134	Historical Bld Panel 2			0	0	84
19	135	Historical Bld Panel 3			0	0	84
20	144	Historical Bld Panel 4			0	0	84
21	72	Lasalle MRSO			0	0	80
22	4	Sheriff Big DDM 1			0	0	84
23	5	Sheriff Big DDM 2			0	0	84
24	8	Sheriff Big DDM 3			0	0	84
25	7	Sheriff Big DDM 4			0	0	84
26	107	Sheriff Big DDM 5			0	0	84
27	3	Sheriff Big On Board DDM			0	0	85
28	147	Tax Office Mid County Panel			0	0	88

MAXxSS		Doors by Address	2/13/2024 2:22:53 PM
Line	Point Name	Point Address	Point Type
1	Historical Bld On Board DDM 1502		Sensor
2	HB - 1st Floor Main Entrance		Door
3	HB - Basement Franklin Side		Door
4	HB - 1st Floor Main Entrance R00.1		Sensor
5	HB - Basement Franklin Side S00.2		Sensor
6	HB - Basement Franklin Side R00.2		Sensor
7	Historical Bld DDM Panel 1		Sensor
8	HB - Basement rear		Door
9	HB - Rear Parking Lot (GATE)		Door
10	HB - Basement rear R01.1		Sensor
11	hb-rear-relay		Output
12	HB - Rear Parking Lot S01.2		Sensor
13	HB - Rear Parking Lot R01.2		Sensor
14	Historical Bld Panel 2		Sensor
15	HB - 68th District Court		Door
16	HB - County Court at Law #1		Door
17	HB - Judge Walston R02.1		Sensor
18	HB - Judge Eddings R02.2		Sensor
19	Historical Bld Panel 3		Sensor
20	HB - 317th District Court		Door
21	HB - 279th District Court		Door
22	HB - Judge Shelton R03.1		Sensor
23	HB - Judge Thorne R03.2		Sensor
24	Historical Bld Panel 4		Sensor
25	60 district court		Door
26	60 district court R04.1		Sensor
27	Sheriff Bld On Board DDM		Sensor
28	CH - Main Entrance 1 Handicap door		Door
29	CH - Main Ent 1 Handicap S00.1		Sensor
30	Ch - Main Entrance 4		Door
31	CH - Main Ent 1 Handicap R00.1		Sensor
32	Ch - Main Entrance 4 S00.2		Sensor
33	Ch - Main Entrance 4 R00.2		Sensor
34	Sheriff Bld DDM 1		Sensor
35	CH - Main Entrance 5		Door
36	CH - Main Entrance 5 S01.1		Sensor
37	CH - Court Yard Rear Entrance		Door
38	CH - Main Entrance 5 R01.1		Sensor
39	CH - Court Yard 7 S01.2		Sensor
40	CH - Court Yard 7 R01.2		Sensor
41	Sheriff Bld DDM 2		Sensor
42	CH - County Clerks Stairwell Exit (14)		Door
43	Ch - Clerks Stairwell Exit 4 S02.1		Sensor
44	Extra		Door
45	Ch - Clerks Stairwell Exit 4 R02.1		Sensor
46	Extra S02.2		Sensor
47	Extra R02.2		Sensor
48	Sheriff Bld DDM 3		Sensor
49	CH - Internal Lobby Pass-thru		Door
50	CH - Lobby Side 15 S03.1		Sensor
51	CH - JP/Constable Public Entrance		Door
52	CH - Lobby Side 15 R03.1		Sensor
53	Ch - Precht 19 S03.2		Sensor
54	Ch - Precht 19 R03.2		Sensor
55	Sheriff Bld DDM 4		Sensor
56	SD - Parking Lot Door		Door
57	CH - Parking Lot 38 S04.1		Sensor
58	SD - Sheriff Front Entrance/Public (50)		Door
59	CH - Parking Lot 38 R04.1		Sensor
60	CH - Front End SD R04.2		Sensor
61	Lasalle MR50		Sensor
62	Lasalle Door		Door
63	Sherrif Bld Side Door S05.1		Sensor
64	Sherrif Bld Side Door R05.1		Sensor
65	Sheriff Bld DDM 5		Sensor
66	SD - Sheriff East Entrance		Door
67	Sheriff East Entrance S06.1		Sensor
68	SD - Sheriff West Entrance		Door
69	Sheriff East Entrance R06.1		Sensor
70	SD - Sheriff West Entrance S06.2		Sensor

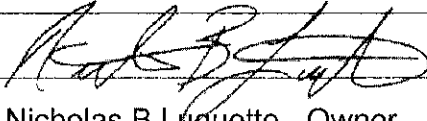
MAXxess		Doors by Address	2/13/2024 2:22:53 PM
Line	Point Name	Point Address	Point Type
71	SD - Sheriff West Entrance R08.2		Sensor
72	Correctional Facility On Board DDM		Sensor
73	Sally port door - Hwy 89		Door
74	Sally port door S00.1		Sensor
75	Corr. Fac. - Reader 0.2		Door
76	Sally port door R00.1		Sensor
77	CF - Reader 0.2 S00.2		Sensor
78	CF - Reader 0.2 R00.2		Sensor
79	Adult Probation on Board DDM		Sensor
80	AP - Rear Employee Entrance		Door
81	Rear Employee Entrance S00.1		Sensor
82	Adult Probation - Reader 0.2		Door
83	Rear Employee Entrance R00.1		Sensor
84	Reader 0.2 R00.2		Sensor
85	Adult Probation 2nd Floor		Sensor
86	AP - 2nd Floor Door 1		Door
87	AP - 2nd Floor Door 2		Door
88	AP - 2nd Floor Door 2 S01.2		Sensor
89	AP - 2nd Floor Door 2 R1.1		Sensor
90	Adult Probation 1st Floor		Sensor
91	AP - 1st Floor Door 1		Door
92	AP - 1st Floor Door 2		Door
93	X S02.2		Sensor
94	X R02.2		Sensor
95	Criminal Court On Board DDM		Sensor
96	CC - Reader 0.1		Door
97	CC - Reader 0.1 S00.1		Sensor
98	CC - Reader 0.2		Door
99	CC - Reader 0.1 R00.1		Sensor
100	CC - Reader 0.2 S00.2		Sensor
101	CC - Reader 0.2 R00.2		Sensor
102	Criminal Court - County Criminal Courts		Sensor
103	County Criminal Courts Main Entrance		Door
104	County Criminal Courts S01.1		Sensor
105	CC - CC2		Door
106	County Criminal Courts R01.1		Sensor
107	CC2 S01.2		Sensor
108	cc2 rex		Sensor
109	Criminal Court - CC3		Sensor
110	CC - CC3		Door
111	CC3 S02.1		Sensor
112	Court Coordinators Main - Room 208		Door
113	CC3 R02.1		Sensor
114	Court Coordinators Main S02.2		Sensor
115	Court Coordinators Main R02.2		Sensor
116	Criminal Court - District Criminal Court		Sensor
117	District Criminal Courts Main Door		Door
118	District Criminal Courts S03.1		Sensor
119	CDC - Courtroom Entrance		Door
120	District Criminal Courts R03.1		Sensor
121	CDC S03.2		Sensor
122	CDC R03.2		Sensor
123	Criminal Court - 252nd		Sensor
124	252nd Court Room Entrance		Door
125	252nd S04.1		Sensor
126	Court Coordinator Felony Side		Door
127	252nd R04.1		Sensor
128	Court Coordinators DC S04.2		Sensor
129	Court Coordinators DC R04.2		Sensor
130	Health & Parole Bldg Panel 1		Sensor
131	PA Health & Social Bldg Split Door 117		Door
132	Door 117 S00.1		Sensor
133	PA Health & Social Lobby Door 101		Door
134	Door 117 R00.1		Sensor
135	PA Medical Lobby Door 101 S00.2		Sensor
136	PA Medical Lobby Door 101 R00.2		Sensor
137	Health & Parole Bldg Panel 2		Sensor
138	PA Health & Social Corridor Door 130		Door
139	PA Medical Corridor Door 130 S01.1		Sensor
140	PA Health & Social Conf. Room Door 149		Door

MAXxess	Doors by Address		2/13/2024 2:22:53 PM
Line	Point Name	Point Address	Point Type
141	PA Medical Corridor Door 130 R01.1		Sensor
142	PA Adult Probation Exterior Door S01.2		Sensor
143	PA Adult Probation Exterior Door R02.1		Sensor
144	Health & Parole Big Panel 3		Sensor
145	PA Adult Probation Exterior Door EX04		Door
146	PA Health & Social Exterior Door EX06		Door
147	PA Health & Social Exterior Door E S02.2		Sensor
148	PA Health & Social Exterior Door E R02.2		Sensor
149	Health & Parole Big Panel 4		Sensor
150	PA Adult Probation Cafeteria Door 161		Door
151	PA Health & Social lobby door 134		Door
152	PA Probation Cafeteria Door 161 R03.1		Sensor
153	PA Health & Social Cafeteria Door S03.2		Sensor
154	PA Health & Social Cafeteria Door R03.2		Sensor
155	Health & Parole Big Panel 5		Sensor
156	PA Health & Social Cafeteria Door 124		Door
157	PA Health & Social Cafeteria Door S04.2		Sensor
158	PA Health & Social Cafeteria Door R04.2		Sensor
159	Health & Parole Big Panel 6		Sensor
160	PA Adult Probation Conference Door 161		Door
161	PA Adult Probation Lobby Door 188		Door
162	PA Probation Conference Door 161 R05.1		Sensor
163	PA Probation Lobby Door 188 S05.2		Sensor
164	PA Probation Lobby Door 188 R05.2		Sensor
165	Tax Office Mid County Panel		Sensor
166	Tax Office Mid County Rear Door		Door

COST PROPOSAL FORM:

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

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Total Cost per specifications for existing entry doors and keypads	\$ 117,200.00
Cost for each additional entry door added	\$ 2,850.00
Cost for each additional keypad added	\$ 450.00
Name of Proposer:	Wave Solutions LLC
Signature:	
Title:	Nicholas B Luquette - Owner

Please Note: With the 3xLogic Infinias system that we are bidding which the county IT has seen a demo, the controller comes with each entry door. It is not a 4 or 8 door controller that you add entries to but rather a single network controlled door controller for each entry so they can be zoned accordingly. Therefore there is not a seperate controller price from the entry door and this will keep the system costs lower. Additional Entry door bundle with 3xlogic to consist of controller, HID reader, motorized strike

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



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
8/25/2023	7565

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

			Project
Description	Qty	Cost	Total
3xLogic Access Control Complete upgrade to Corporate Software with Controllers		0.00	0.00
52 Infinias Access Control door controllers with installation, wiring, and configuration -this count was pulled from your existing database and is all doors and Gates currently operational on the old system -should there be more or less doors we can increase/decrease accordingly -assumes we can utilize existing door hardware infrastructure for your readers and your printable badges -Import of your existing Users First name, lastname, site code and card code. No import of groups without testing and the current database access	52	2,100.00	109,200.00
3xlogic Door Controller Server Rackmount with Corporate Lifetime license - Includes unlimited doors and unlimited USERS *Includes a new dual sided Badge Printer with software compatible with Windows 10/11/server OS	1	8,500.00	8,500.00
Doors with existing keypad migrate to 3xlogic and will require cabling, a controller, and a reader - Accts payable and server room *Mobil credential packs for door lock/unlock from cellular phone is an option - \$189 for 10 licenses	2	2,250.00	4,500.00
Additional 25 door from various departments gathered by Verence Rosales in HR *4 of these doors are at the JP office in fannet *additional 25 are all new and will require access control module, external rated strike with latch bolt monitor and license **any conduits or wiring provided by electrician onsite with jeffco (wave will provide wire to the electrician)	25	2,850.00	71,250.00
		Total	

Customer Signature



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate #

Date	Estimate #
8/25/2023	7565

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

			Project
Description	Qty	Cost	Total
***if doors cannot be added because of building issues like concrete frames or because they are deemed that it is not needed then a credit per door will be issued			
		Total	\$193,450.00

Customer Signature _____

NON-DISCLOSURE AGREEMENT

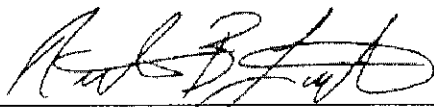
In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; 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]

Nicholas B Luquette

By: 

Title: Nicholas B Luquette - Owner

Date: 03/04/2024

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-077/MR) Controlled Building Access System for Jefferson County

Proposer's Company/Business Name: WAVE SOLUTIONS LLC

Proposer's TAX ID Number: 73-1646605

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

Contact Person: Nicholas B Luquette Title: Owner

Phone Number (with area code): 409.782.0684

Alternate Phone Number if available (with area code): 409.924.9459

Fax Number (with area code): 409.924.9411

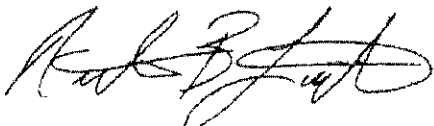
Email Address: BRANDONL@WAVECOMPUTERS.COM

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

5420 COLE RD

Address
BEAUMONT , TEXAS 77708

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: DOI FWS - Anahuac National Wildlife Refuge

Address: 4318 FM 1985

Contact Person and Title: Tim Cooper - Director and Project Lead

Phone: 409.267.3337 Fax: 409.267.4314

Email Address: tim_cooper@fws.gov Contract Period: 2009-Present

Scope of Work: Access Control and Camera Systems - VOIP PHONES

REFERENCE TWO

Government/Company Name: Hamshire Fannet ISD

Address: 12702 2nd st , Hamshire Texas 77622

Contact Person and Title: Charlie Young - IT Director

Phone: 409.277.9386 Fax: _____

Email Address: cyoung@hfhorns.net Contract Period: 2016 - Present

Scope of Work: Access Control and Camera Systems - DATA/FIBER/MULTIMEDIA

REFERENCE THREE

Government/Company Name: Hardin Jefferson ISD

Address: 520 W Herring St , Sour Lake Texas 77659

Contact Person and Title: Lucas Turner - IT Director

Phone: 409.981.6402 Fax: _____

Email Address: lucasturner@hjisd.net Contract Period: 2017 - Present

Scope of Work: Access Control and Camera Systems - DATA/FIBER/MULTIMEDIA

SIGNATURE PAGE

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

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

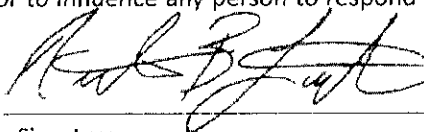
This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

Wave Solutions LLC

RFP Respondent (Entity Name)



Signature

5420 Cole Rd

Street & Mailing Address

Nicholas B Luquette

Print Name

Beaumont, Texas 77708

City, State & Zip

03/04/2024

Date Signed

409.782.0684

Telephone Number

409.924.9411

Fax Number

BRANDONL@WAVECOMPUTERS.COM

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

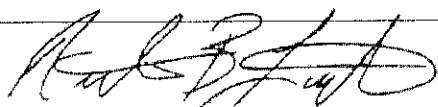
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor's Authorized Official

Nicholas B Luquette - Owner

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

03/04/2024

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, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ 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.

N/A

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;">Wave Solutions LLC</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 40px;">_____</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em; margin-left: 20px;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <p style="text-align: center; font-size: 1.2em; margin-top: 10px;">NO CONFLICTS - FORM N/A</p>		
<p>4 </p> <p style="font-size: 0.8em; margin-left: 20px;">Signature of vendor doing business with the governmental entity</p>		<p style="font-size: 1.2em; margin-left: 20px;">03/04/2024</p> <p style="font-size: 0.8em; margin-left: 20px;">Date</p>

Adopted 8/7/2015

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

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

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

NO CONFLICTS - FORM N/A

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

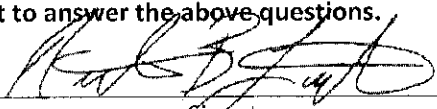
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains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

Did the Prime Contractor/Consultant . . .

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

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

Nicholas B Luquette
 Printed Name of Authorized Representative


 Signature

Wave Solutions LLC - Owner
 Title

03/04/2024
 Date

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

**Notice of Intent (NOI) to Subcontract with
Historically Underutilized Business (HUB)**

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
 Yes No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
 Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ 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.

N/A - WAVE WILL PERFORM ALL WORK

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 SUCONTRACTOR 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.

N/A - WAVE WILL PERFORM ALL WORK

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.

N/A - WAVE WILL PERFORM ALL WORK

**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.

N/A - WAVE WILL PERFORM ALL WORK

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.

N/A - WAVE WILL PERFORM ALL WORK

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 Wave Solutions LLC [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.):	73-1646605
Company Name submitting bid/proposal/response:	WAVE SOLUTIONS LLC
Mailing address:	5420 COLE RD BEAUMONT TEXAS 77708
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**
97735	5420 COLE RD BEAUMONT TEXAS 77708

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

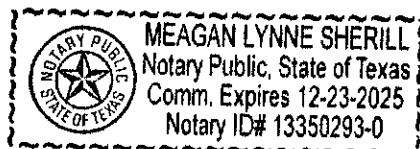
[Handwritten Signature]
Signature of Company Representative

03/04/2024
Date

On this 03 day of March, 2024, personally appeared

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

Notary Seal



Meagan Sherill
Notary Signature
3-3-2024
Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number**Certification check performed by:**

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

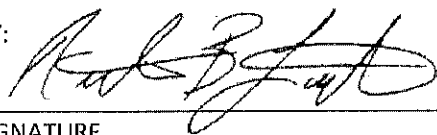
I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

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

Wave Solutions LLC

NAME OF BUSINESS

BY:



SIGNATURE

Sworn to and subscribed before me
this 03 day of
March, 2024

Nicholas B Luquette - Owner

NAME & TITLE, TYPED OR PRINTED

5420 Cole Rd

MAILING ADDRESS

Beaumont, TX 77708

CITY, STATE, ZIP CODE

() 409.924.9459

TELEPHONE NUMBER



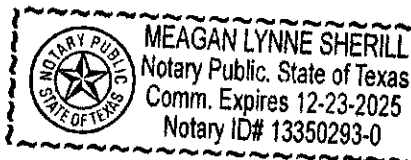
Notary Public

State of

Texas

My Commission Expires:

12-23-2025



REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Request for Proposal

January 9, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-077/MR), Controlled Building Access System for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

There will be a Pre-Proposal Conference on, Tuesday, January 23, 2024, at 2:00 pm CT in the Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

PROPOSAL NAME: Controlled Building Access System for Jefferson County

PROPOSAL NUMBER: RFP 23-077/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, February 21, 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:
Beaumont Enterprise & Port Arthur News:
 January 10, 2024 & January 17, 2024
The Examiner:
 January 11, 2024

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for building security access.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

PROPOSER: INSERT COMPLETED SAM.GOV BEHIND THIS PAGE.

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													
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)												
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Controlling	Intermediary	X			X						
Controlling	Intermediary														
X															
	X														
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.														
5. Check only if there is no interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>															
6. UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.															
My name is _____, and my date of birth is _____.															
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)															
I declare under penalty of perjury that the foregoing is true and correct.															
Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-top: 5px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>															
ADD ADDITIONAL PAGES AS NECESSARY															

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 23-077/MR) Controlled Building Access System for Jefferson County

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE**1.36.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

	<p>of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also § 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>	
<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	<p>2 CFR 200.334</p>

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

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, February 21, 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 ins 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

There will be a Pre-Proposal Conference on Tuesday, January 23, 2024, at 2:00 pm CT, at Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

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, February 9, 2024.

3.4 TENTATIVE SCHEDULE OF EVENTS

January 9, 2024	Issuance of Request for Proposal
January 23, 2024	Pre-Proposal Conference
February 21, 2024	Deadline Submission (late proposals will not be considered)
February 23, 2024	Proposals distributed to Evaluation Committee
February 29, 2024	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
March 7, 2024	If Applicable: Conduct Interview/Best and Final Offer/Short List
March 12, 2024	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form **(PAGE 41)**
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide an updated controlled building access control system including hardware and software for various buildings and property sites. These specifications target security industry integrators with a thorough complement of brands and technologies at their disposal, who can effectively manage the design, install, train Jefferson County staff and service such systems. This RFP outlines the minimum requirements for a building access system and components which will serve as a starting point upon which Jefferson County can build their final desired system (through option add-on), as well as mediums for proposal evaluation. This RFP is issued to establish minimum design and performance standards for base unit system configurations and building access system components. A comprehensive list of components related to each submitted proposal shall be priced and included in proposal. Proposer must indicate if software and hardware are proprietary or non-proprietary. Offeror must have the ability to effectively sell and service the equipment to Jefferson County.

Offers shall possess (and if a separate entity, Offeror's installation source) and submit evidence of with proposal, a current Texas Commission on Private Security license(s) for sales consulting and installation.

5.2 BACKGROUND

Jefferson County is located in Southeast Texas, with its County seat in Beaumont. Jefferson County is governed by a Commissioners' Court consisting of a County Judge and four (4) Precinct Commissioners. There are approximately forty-one (41) departments and approximately 1,123 full-time employees assigned to the following government operations:

- General Government
- Judicial & Law Enforcement
- Education & Recreation
- Health & Welfare
- Maintenance (Equipment & Structures)

Public access is available Monday-Friday, 7:30 AM to 5:30 PM except on major holidays. Employee access is available 24 hours a day, 365 days a year based on department requirements.

5.3 BASE SYSTEM – System must include all hardware and software to meet the requirements listed in this RFP. System must be on premise based, not cloud based.

- A. Access control points must include indoor and outdoor mounting options.
 1. Our current system has 52 access control doors.
 - i. In addition to the access control doors, 2 locations have a keypad that will need to be updated to the new system.
 2. We will be adding up to an additional 25 access control doors. Up to 12 of these locations will need to have keypad entry in addition to the access control doors.
 - i. System must be upgradable to add additional access control doors.
 3. System must allow for additional access control doors to be added for future needs of Jefferson County.
- B. System must offer a high reliability, consistent read-range for all locations.
- C. System must include unlimited users to be added at no additional cost to the County.
- D. System must include a dual sided badge printer with software compatible with Windows 10/11.
- E. System controls must include the following:
 1. Add/Remove Users.
 2. Temporarily suspend access.
 3. User access groups based on location and hours of access.
 4. Log door entry based on location, user, time and date.

5.4 MAINTENANCE AND REPAIR

All offerors shall include pricing on labor costs for maintenance and repair, in cost per hour and/or lot price scenarios. (Note: Maintenance contract pricing, such as a multi-year maintenance contracts/extended warranty options may be addressed.)

5.5 INSTALLATION: CABLE & LABOR COSTS

All offerors shall include pricing for all installation elements.

5.6 TRAINING

Offerors shall provide Jefferson County with comprehensive owner manuals, covering all components purchased in the specific systems. Jefferson County must have ongoing opportunity for communication with an engineer, sales engineer, or qualified technician, beginning at the time of installation and extending for the useful life of each system. Jefferson County prefers to have on-site training. Offerors shall include, pricing for system training, providing Jefferson County with detailed descriptions on training pricing. Offeror may present this in a price-per-hour and/or a set price scenario, but shall address training instructor costs, as well as training material, travel, and other relevant costs breakdowns. Where such training or training elements is standard and include in base prices, offeror shall provide details and describe it as "standard".

5.7 SURETY FOR INSURANCE

Jefferson County shall require the successful offeror to furnish, within ten (10) days after the date of the signing of a contract, a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). Within ten (10) days after the date of the signing of a contract, the successful offeror shall furnish a payment bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

5.8 PRICING

Proposals shall include all charges for delivery, packaging, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

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

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Building access security

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 41 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 41 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

COST PROPOSAL FORM:

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

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Total Cost per specifications for existing entry doors and keypads	\$
Cost for each additional entry door added	\$
Cost for each additional keypad added	\$
Name of Proposer:	
Signature:	
Title:	

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

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-077/MR) Controlled Building Access System for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ Title: _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

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

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

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

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Proposer:

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



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

8-13-18



NOTICE OF SELLER'S TERMINATION OF CONTRACT

CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

1652 Avenue I

Beaumont

(Street Address and City)

BETWEEN THE UNDERSIGNED AND Jefferson County, Dianna Copeland

(BUYER)

Seller notifies Buyer that the contract is terminated pursuant to the following:

- (1) Buyer failed to deliver the earnest money within the time required under Paragraph 5 of the contract and before the time Seller provided this notice to Buyer.
- (2) Other (identify the paragraph number of contract or the addendum):

Paragraph 10.

NOTE: This notice is not an election of remedies. Release of the earnest money is governed by the contract.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS FORM CAREFULLY.

Dianna Copeland 3-24

Seller Dianna Copeland

Date Seller

Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 50-0.

TREC No. 50-0



CDBG-DR Buyout/ Acquisition Program
Homeowner Letter of Withdrawal

Buyout/Acquisition Program Homeowner Letter of Withdrawal

I/we no longer wish to participate in the Jefferson County_CDBG-DR Buyout / Acquisition Program and voluntarily withdraw our property from the program:

1652 Avenue I
Property Address
Beaumont Texas 77701

City State Zip
Dianna Edwards Copeland

Owner Name (s) Signature (s) Date
N/A

Co-Owner Name (s) Signature (s) Date

Are you signing as an agent with the Power of Attorney for an applicant? YES NO

If signing as agent with Power of Attorney (POA):

Agent Name Signature Date

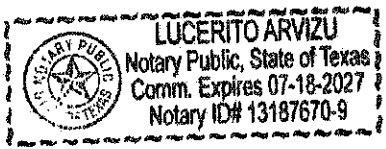
Acknowledgement of Municipality/Sub-Grantee:

DIANNA COPELAND Dianna Copeland
Applicant Agent Name Signature Date 6-3-24

Executed this 3rd day of June, 2024

Affiant Signature

SUBSCRIBED AND SWORN BEFORE ME, on the 3rd day of June, 2024



[Signature]

Notary Public, State of Texas

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in cursive script, appearing to be "DC", is written over the name "Deborah Clark".

Date: June 11, 2024

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

June 11, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AGRICULTURE	HP ELITE DESK 800G3 DESKTOP PC	MXL 8241DKV	36300
AGRICULTURE	HP ELITE DESK 705 G4 MINI PC	MXL93833G3	37293
AGRICULTURE	SONY CYBERSHOT DSC-P200 DIGITAL CAMERA	S010753646H	29689
AGRICULTURE	MINOLTA DIMAGE Z26 CAMERA W/CASE	40525466	30860
AGRICULTURE	HP PHOTOSMART R725 DIGITAL CAMERA	SCN656647ZV	32219
AGRICULTURE	KODAK V1073 EASY SHARE DIGITAL CAMERA		32920
<i>contact person: Jennifer Coleman</i>			
EMERGENCY MANAGEMENT	DESK		30780
<i>contact person: Robert Grimm</i>			
ENGINEERING	JVC EVERIO CAMCORDER	GZ-MG330AU	33668
<i>contact person: Carol Bowman</i>			
PURCHASING	(2) WHITE LEATHER CHAIRS		
<i>contact person: Sylvia Moore</i>			
SHERIFF	DESK		
<i>contact person: Jamie Miller</i>			

ATTEST
 DATE 6/11/2024



Approved by Commissioners' Court:

[Handwritten Signature]

Re: 2023-2024 Budget Transfer - 280 Tax Office Auto Dealer

Rebekah Patin <Rebekah.Patin@jeffcotx.us>

Wed 5/29/2024 2:17 PM

To:Terry Wuenschel <Terry.Wuenschel@jeffcotx.us>;Fran Lee <Fran.Lee@jeffcotx.us>

Cc:Cheryl Ellis <Cheryl.Ellis@jeffcotx.us>;Cindy Savant <Cindy.Savant@jeffcotx.us>

Terry,

I believe that all capital budget adjustments must have Commissioners Court approval. Would you like for me to add this to the agenda for 6/4 court date?

From: Terry Wuenschel <Terry.Wuenschel@jeffcotx.us>**Sent:** Wednesday, May 29, 2024 1:51 PM**To:** Rebekah Patin <Rebekah.Patin@jeffcotx.us>**Cc:** Cheryl Ellis <Cheryl.Ellis@jeffcotx.us>; Cindy Savant <Cindy.Savant@jeffcotx.us>**Subject:** 2023-2024 Budget Transfer - 280 Tax Office Auto Dealer

Rebekah,

Please transfer \$20,000 from Furniture & Fixtures 280-00000-415-60-22 to Office Machine 280-000-415-60.01 Office Machines.

To replace six currency counters that are twelve years old and recommended replacement by maintenance repair person.

If this requires approval by Commissioners Court, please let me know.

*Ms. Terry Wuenschel, PCC**Tax Assessor-Collector & Voter Registrar*

Jefferson County, Texas

P: 409-835-8704; F: 409-835-8589

www.jeffcotax.comterry.wuenschel@jeffcotx.usCONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL AND/OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION AND/OR ATTACHMENTS THAT ARE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISSEMINATION, DISTRIBUTION, DUPLICATION OR THE TAKING OF ANY ACTIONS IN RELIANCE ON THE CONTENTS OF THIS TRANSMISSION BY SOMEONE OTHER THAN THE INTENDED ADDRESSEE OR ITS DESIGNATED AGENT IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY THE SENDER BY REPLYING IMMEDIATELY AND DELETE THE MESSAGE.

Memo

Jefferson County, Texas

To: Rebekah Patin, Auditing Dept.
From: Michelle Falgout, P.E. CFM - Engineering Dept.
Date: 5/30/2024
Re: Transfer of budgeted funds for purchase of computers

Rebekah, The Engineering Department respectfully requests the transfer of budgeted funds from the Engineering Road and Bridge labor item for "Assistants and Clerks" to the Capital Outlay line item for the purchase of 2 department computers.

The computers are necessary to accommodate increase storage and processing demands for drafting and other engineering functions.

Account Number	Account Descrip.	Credit	Debit
115-0501-431.10-02	Assistants & Clerks	↓ \$3,525.50 3526.-	3526.-
115-0501-431.60-02	Capital Outlay- Computer Equipment	3526.-	\$3,525.50 ↑

Your consideration of this request is greatly appreciated.

Thank you,



Michelle Falgout, CFM, P.E.
 County Engineer
 Jefferson County Texas
 michelle.falgout@jeffcotx.us
 409-835-8584

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner
Legacy CDC dba of Tender Loving Care Center for Children

Project Name / Description
Jefferson County Rescue & Restore Rehab Program / Request # 7-6 VB

Primary Project Contact/Requester & Title
Vivian Bailou, Executive Director

Mailing Address
3800 Park Lane
Port Arthur, Texas, 77642

Request Breakdown

Year: Advance Drawdown Request Amount: VB \$791,053.8
 Quarter: Validated Total:
 Total Award: Validated Balance this request:

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

Expense Item Description	Est Amount	Validated Actual
1 Page 1 Construction In Progress / Invoice Unpaid/ Total of ⁸ 7 homes	\$171,361.88	
	440,857.94	
2 Page 2 Construction In Progress / Invoice Unpaid/ Total of 7 homes	\$ 159,461.75	
3 Page 3 Construction In Progress / Invoice Unpaid/ Total of 7 homes	\$ 148,683.58	
4 Page 4 Construction In Progress / Invoice Unpaid/ Total of 7 homes	\$ 150,981.45	
5 Page 5 Construction In Progress / Invoice Unpaid/ Total of 9 homes	\$ 193,293.56	
6		
7		
8		

-Remaining balance from previous advance - deducted from this advance

Previous Request Balance: Validated Total
 Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses
 Total Request Amount:
 \$791,053.81

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.

Vivian Bailou, Executive Director 5/21/24
 Requester Signature & Title Date

Advance \$ 791,053.81

Jefferson County
 American Rescue Plan Act Obligated Project

**Funds Drawdown Request Form
 SUPPLIMENTAL**

Project Owner
Legacy CDC dba of Tender Loving Care Center for Children

Project Name / Description
Jefferson County Rescue & Restore Rehab Program

Primary Project Contact / Requestor & Title
Vivian Bailou, Executive Director

Drawdown # / Quarter / Year
Request # 6 / Quarter 2 / Year 2024

Drawdown # Item #	Description	Cost / Estimed Cost	Validated Actual (when applicable)
# 6 # 1	Construction Completed/ Invoice Unpaid / 2339 Avenue B	\$ 22,504.84	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 811 S. Broadway	\$ 23,823.77	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 3232 Brandon	\$ 22,546.82	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 1801 13th Street	\$ 22,311.28	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 3918 Drexel Ave.	\$ 16,760.23	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 1750 W. Virginia	\$ 21,840.99	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 1711 E. 17th Street	\$ 19,153.22	
# 6 # 1	Construction In Progress/ Invoice Unpaid/ 1837 6th St.	\$ 22,420.73	

Total this Page:	\$ 171,361.88	0
Total all Pages:	\$ 823,782.22	\$ -
Previous advance adjustment:	\$ (32,728.41)	
Total request:	\$ 791,053.81	

Jefferson County
American Rescue Plan Act Obligated Project

Funds Drawdown Request Form
SUPPLEMENTAL

Project Owner
Legacy CDC dba of Tender Loving Care Center for Children

Project Name / Description
Jefferson County Rescue & Restore Rehab Program

Primary Project Contact / Requestor & Title
Vivian Bailou, Executive Director

Drawdown # / Quarter / Year
Request # 7 / Quarter 3 / Year 2024

Drawdown # Item #	Description	Cost / Estimated Cost	Validated Actual (when applicable)
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 5201 Sam Avenue	\$ 23,159.47	
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 4345 Dryden Road	\$ 22,637.59	
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 10580 Vinson	\$ 24,948.60	
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 3320 Cleveland	\$ 23,883.73	
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 225 Eldridge	\$ 21,096.00	
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 1539 Hillebrandt	\$ 24,226.80	
# 6 # 2	Construction In Progress/ Invoice Unpaid/ 3985 Lola Lane	\$ 19,509.56	
Total this Page:		\$159,461.75	0

Jefferson County
American Rescue Plan Act Obligated Project

**Funds Drawdown Request Form
SUPPLEMENTAL**

Project Owner
Legacy CDC dba of Tender Loving Care Center for Children

Project Name / Description
Jefferson County Rescue & Restore Rehab Program

Primary Project Contact / Requestor & Title
Vivian Baillou, Executive Director

Drawdown # / Quarter / Year
Request # 7 / Quarter 3 / Year 2024

Drawdown # Item #	Description	Cost / Estimated Cost	Validated Actual (when applicable)
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 1275 Madison	\$ 20,948.29	
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 3711 Avalon Ave	\$ 18,032.90	
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 200 Emory Lane	\$ 20,437.58	
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 210 E. 13th Street	\$ 20,570.27	
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 3010 Park Plaza	\$ 22,826.87	
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 3515 5th St.	\$ 23,000.00	
# 6 # 3	Construction In Progress/ Invoice Unpaid/ 1521 Brinkman	\$ 22,867.67	
Total this Page:		\$148,683.58	0

Jefferson County
American Rescue Plan Act Obligated Project

**Funds Drawdown Request Form
SUPPLEMENTAL**

Project Owner
Legacy CDC dba of Tender Loving Care Center for Children

Project Name / Description
Jefferson County Rescue & Restore Rehab Program

Primary Project Contact / Requestor & Title
Vivian Bailou, Executive Director

Drawdown # / Quarter / Year
Request # 7 / Quarter 3 / Year 2024

Drawdown # Item #	Description	Cost / Estimated Cost	Validated Actual (when applicable)
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 717 Thomas Blvd.	\$ 20,985.13	
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 1499 Emma	\$ 21,423.43	
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 748 W. 17th Street	\$ 21,865.77	
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 3210 15th Street	\$ 21,390.67	
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 9695 Gross	\$ 21,798.36	
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 3036 E. 6th Street	\$ 22,598.01	
# 6 # 4	Construction In Progress/ Invoice Unpaid/ 2921 E. 11th Street	\$ 20,920.08	
Total this Page:		\$150,981.45	0

Jefferson County
American Rescue Plan Act Obligated Project

**Funds Drawdown Request Form
SUPPLEMENTAL**

Project Owner
Legacy CDC dba of Tender Loving Care Center for Children

Project Name / Description
Jefferson County Rescue & Restore Rehab Program

Primary Project Contact / Requestor & Title
Vivian Bailou, Executive Director

Drawdown # / Quarter / Year
Request # 7 / Quarter 3 / Year 2024

Drawdown # Item #	Description	Cost / Estimated Cost	Validated Actual (when applicable)
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 3008 Grand Ave.	\$ 22,365.27	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 2011 Green Avenue	\$ 22,511.66	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 2203 E. 6th Street	\$ 16,378.58	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 2137 Cashmere	\$ 22,488.37	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 1898 Euclid	\$ 23,052.89	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 2420 Thomas Blvd.	\$ 22,783.66	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 4690 Hartel	\$ 22,155.97	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 708 King Court	\$ 21,422.50	
# 6 # 5	Construction In Progress/ Invoice Unpaid/ 2839 59th Street	\$ 20,134.66	
Total this Page:		\$193,293.56	0



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 State Criminal Alien Assistance Program
Assistance Listing Number 16.606
Grants.gov Opportunity Number: O-BJA-2024-172032
Solicitation Release Date: May 30, 2024
Step 1: Application Grants.gov Deadline: 08:59 p.m. Eastern Time on July 15, 2024
Step 2: Application JustGrants Deadline: 08:59 p.m. Eastern Time on July 29, 2024

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Synopsis

Program Description Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding.

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, BJA seeks to make payments under the statutorily required State Criminal Alien Assistance Program (SCAAP) to eligible states and units of local government that incur certain types of costs due to incarceration of “undocumented criminal aliens” during the July 1, 2022, through June 30, 2023, reporting period.

This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Eligibility

- State governments
- City or township governments
- County governments

See the Eligibility Information section for additional information.

Agency Contact Information

For assistance with the requirements of this solicitation, or other aspects of the FY2024 program contact the SCAAP Help Desk by phone at 202-353-4411 or by email to SCAAP@usdoj.gov. The SCAAP helpdesk operates Monday-Friday from 9 a.m. to 5 p.m. eastern time (ET). It is closed on federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process via Grants.gov and JustGrants. See the Submission Dates and Time section for the Grants.gov and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://www.grants.gov/register> and submit by the Grants.gov deadline the required Application for Federal Assistance standard form (SF-424). See the Submission Dates and Time section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants application deadline. See the Submission Dates and Time section for application deadlines.

Program Description

Program Description Overview

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) seeks applications for funding.

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

With this solicitation, BJA seeks to make payments under the statutorily required State Criminal Alien Assistance Program (SCAAP) to eligible “states” and “units of local government” that incur certain types of costs due to “incarceration” of “undocumented criminal aliens” during the July 1, 2022, through June 30, 2023, reporting period.

This program furthers the DOJ’s mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Statutory Authority

The FY 2024 program is authorized by 8 U.S.C. 1231(i) and 1365. Department of Justice Appropriations Act 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147).

Specific Information

Under FY 2024 SCAAP, payments will be made in connection with “undocumented criminal aliens” who had been convicted of at least one felony or two misdemeanors (typically for violations of state or local law) and who were “incarcerated” under the legal authority of the applicant government for at least 4 consecutive days during the “reporting period.” (Additional details are set out in later sections of this document.)

As part of its application, each applicant government provides particular information about individuals it “incarcerated”—under its own legal authority—for at least 4 consecutive days during the “reporting period” and whom the applicant government either (1) knows were “undocumented criminal aliens” or (2) reasonably and in good faith believes were “undocumented criminal aliens.” (Note: OJP transmits the data submitted on such individuals to the U.S. Department of Homeland Security (DHS) for a detailed review.) As part of its application, each applicant government also must provide information pertinent to its average costs of incarceration during the “reporting period.”

Broadly speaking, SCAAP payments are calculated from information provided by applicant governments in online applications, information provided to OJP by DHS regarding the DHS review of data on “eligible inmates,” and the amount of appropriated funds available for the SCAAP application cycle (e.g., for the FY 2024 program). Detailed information on payment calculations can be found in Appendix D: SCAAP Payment Calculations. All information submitted as part of an application is subject to appropriate review by OJP.

Before entering **any** information into the online application for the FY 2024 program, the government official who will complete and submit the application on behalf of an applicant government **must** carefully review this document.

Restriction on Use of SCAAP Payment; Associated Records

As a matter of federal law, a “state” or “unit of local government” that receives a payment under the FY 2024 program must use the payment “only for correctional purposes.” See 8 U.S.C. § 1231(i)(6).

“Correctional Purposes”: With respect to a “state” or “unit of local government,” use of a SCAAP payment for “correctional purposes” means:

- Use of the funds to pay any cost reasonably attributable to that government’s operation of a “correctional facility” for its own use, such as:
 - Salaries and wages paid to employees who work primarily and directly in the “correctional facility” **regardless** of whether those employees are “correctional officers.”
 - Costs of employment benefits provided to (or on behalf of) employees who work directly in and for the “correctional facility.”
 - The reasonably allocable portion of the salaries, wages, and benefits paid to employees who, although not primarily and directly working in and for the “correctional facility,” provide necessary services either to the “correctional facility” (e.g., administrative support) or the individuals “incarcerated” in the “correctional facility” (e.g., medical care, transportation).
 - Repair, maintenance, and overhead (e.g., utilities) costs reasonably attributable to operation of the “correctional facility.”
- Use of the funds for payments to a “contract correctional facility” that are reasonably attributable to “incarceration” of individuals in such a facility on behalf of (pursuant to the legal authority of) the pertinent “state” or “unit of local government.”

Maintenance of Records

An applicant government that receives a payment under the FY 2024 program must, for not less than 3 years after the date it draws down that payment from OJP, maintain records sufficient to demonstrate that the payment was used solely for “correctional purposes,” and must make those records available to DOJ, including OJP, upon request.

Limit on Request for Compensation

As a matter of federal law, “no jurisdiction shall request compensation for any cost greater than the actual cost for federal immigration and other detainees housed in state and local detention facilities.” See, for example, Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 147).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 550

Anticipated Maximum Dollar Amount of Awards: Up to \$59,000,000

Period of Performance Start Date: July 1, 2022

Period of Performance Duration: 12 months

Anticipated Total Amount to Be Awarded Under Solicitation: \$210,183,444

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party

against the United States; its departments, agencies, or entities; its officers, employees, or agents; or any other person.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

The online FY 2024 SCAAP application specifically incorporates by reference the **eligibility requirements, definitions of terms, and detailed application instructions** set out in this document. To assist applicants, this document uses quotation marks to highlight defined terms (e.g., “state,” “unit of local government,” “undocumented criminal alien,” “eligible inmate,” and “correctional purposes”).

In general, a “state” or “unit of local government” is eligible to apply for a payment under the FY 2024 program if it “incarcerated” individuals in a “correctional facility” during the “reporting period” whom it either (1) knows were “undocumented criminal aliens” or (2) reasonably and in good faith believes were “undocumented criminal aliens.”

Absent highly unusual circumstances, OJP will not extend the application deadline or permit an applicant government to submit its application after the application deadline. Much as in previous years, promptly after the application deadline, OJP will transmit to DHS the data on “eligible inmates” from all of the applications submitted in JustGrants prior to the application deadline. The volume of “eligible inmates” data transmitted to DHS (and the nature and complexity of the DHS review of those data) is such that it is not possible to transmit supplemental or corrected data to DHS.

Any application must be completed and submitted by a government official with the legal authority to apply to the FY 2024 program on behalf of the “chief executive” of the applicant government. This “submitting government official” must be registered in JustGrants in order to complete and submit an application to the FY 2024 program.

Instructions on how to register in JustGrants and how to access the online application for the FY 2024 program appear in the How to Apply section.

Only a “state” or “unit of local government” is eligible to apply, and only on its own behalf.

For the purposes of the FY 2024 program:

“State” includes the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands, and American Samoa.

“Unit of local government” means a political subdivision of a “state” with authority to independently establish a budget and impose taxes (typically, a “general-purpose” political subdivision of a state). The term may include a county or municipality (e.g., city, county, town, township, village, borough, or parish). **Note: A department or agency that is part of such a “unit of local government” is not itself considered a “unit of local government,” and applications listing an agency that is not the “unit of local government” will be denied.**

Joint applications by two or more “states” or “units of local government” are **not** permitted, **even if** the application names only one state or unit of local government as the applicant. As a rule,

an application must **not** incorporate or report data on either (1) individuals held in custody by the applicant government on behalf of (pursuant to the legal authority of) another state or unit of local government or (2) costs associated with individuals held in custody on behalf of another state or unit of local government.

Similarly, a governmental entity that is not itself a “state” or a “unit of local government” (e.g., a regional jail, special jail district, or regional jail authority or board) is **not** eligible to apply. Rather, each “state” or “unit of local government” that uses the regional facility may include (as part of its own application) data that directly reflect its own use of the facility.

Certifications in the Online Application for the FY 2024 Program

As part of the online application to the FY 2024 program, the “submitting government official” must make a number of detailed certifications to OJP under penalty of perjury, including formal certifications regarding the accuracy of the information being provided, the official’s conformity with the requirements and instructions set out in this document, and the official’s legal authority to execute the certifications and submit the application on behalf of the applicant government.

JustGrants is designed to reject an application to the FY 2024 program if the “submitting government official” fails to execute any of the required certifications. An application cannot and will not be considered submitted (including for purposes of the application deadline) until all of the certifications have been made. See the [Disclosures and Assurances section](#) for more information.

DOJ Reliance on the Required Certifications as Material; Penalties for False Statements

As indicated in the text of each required certification, DOJ, including OJP, will rely on each certification submitted in connection with an application to the FY 2024 program as a material representation in any decision to make a payment.

A materially false, fictitious, or fraudulent statement to the federal government (or concealment or omission of a material fact) as part of a required certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273) and also may subject both the “submitting government official” and the applicant government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). Also, certifications provided to OJP in connection with the FY 2024 program are subject to review by DOJ, including by OJP and the DOJ Office of the Inspector General.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov "[How To Apply for Grants](#)"
2. SCAAP [Application Guide](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as "submitted" or "agency tracking number assigned."

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** must be submitted in Grants.gov by 8:59 p.m. Eastern Time on July 15, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on July 29, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the SCAAP Help Desk at 202-353-4411 or scaap@usdoj.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the SCAAP Help Desk at 202-353-4411 or scaap@usdoj.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the SCAAP Help Desk must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [OJP Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the

SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

SCAAP Application Data

In the online SCAAP application, each applicant government will be asked to provide specific types of information. In general, they are:

- Information on the applicant government and its “chief executive.”
- Information on the “submitting government official.”
- Data on “eligible inmates” during the “reporting period,” which are provided through upload of a single ASCII-formatted file.
- Data pertinent to the applicant government’s costs of incarceration for the “reporting period,” including information on “correctional officers” and associated salary expenditures, the total number of inmates incarcerated, and the “maximum bed count” in the applicant’s “correctional facilities.”

“Submitting Government Official”

The online SCAAP application may be completed and submitted only by an appropriate official of the applicant government. For each applicant government, there may be only one “submitting government official.” That “submitting government official” must have the legal authority to apply to the FY24 program on behalf of the applicant government, must have the necessary knowledge and information to complete the entire application accurately, and must in fact complete and submit all sections of the application. **Due diligence is required.**

The certifications within the online application vary in their precise content, but in each of them, the “submitting government official” must certify, on behalf of the official and the applicant government, under penalty of perjury, that the information entered is “true and correct to the best of my knowledge and belief, based upon diligent inquiry and review,” and is provided in accordance with the requirements, definitions, and instructions set out in this document. In addition, in each such certification, the “submitting government official” certifies that the official has “the legal authority to make this certification to OJP, including from the chief executive of the applicant government.”

Part I. Information on the SCAAP Applicant Government and Its “Chief Executive”

Information on the Applicant “State” or “Unit of Local Government”

Refer to the information under “Eligibility,” including the definitions of “state” and “unit of local government,” to determine whether an interested entity is eligible to apply.

If the prospective applicant is in fact a “state” or “unit of local government,” enter the appropriate information for the applicant government in section 1 of the application.

Information on the “Chief Executive” of the Applicant “State” or “Unit of Local Government”

In section 1 of the application, enter the appropriate information for the current “chief executive” of the applicant government.

Note that in virtually all cases, the “chief executive” of a “state” is the governor. As to “units of local government,” the title of the “chief executive” will vary depending on the organization of the local government, but only one individual in the local government is its “chief executive” (e.g., the mayor).

Click on the “Save Information” button to continue to the next section of the application. (If an error message appears, make the appropriate corrections, then click “Save Information” again.)

Part II. Information on “Eligible Inmates”

“Eligible Inmates”

Each applicant government is to provide detailed information about the individuals (1) the applicant government “incarcerated” for at least 4 consecutive days during the “reporting period” and (2) who the applicant government either **knows** were “undocumented criminal aliens” or **reasonably and in good faith believes** were “undocumented criminal aliens.” For purposes of the application to the FY24 program, such individuals are referred to as **“eligible inmates.”**

Recap: An individual is an “eligible inmate” only if **all** of the following are true:

- The inmate was “incarcerated” by the applicant government under its own legal authority (see definition below).
- The inmate was “incarcerated” for at least 4 consecutive days during the reporting period.
- The applicant government either **knows**, or **reasonably and in good faith believes**, that the inmate is an “undocumented criminal alien.” That is, that the inmate is both:
 - “Undocumented” (see definition below)
 - “Criminal alien” (see definition below)

“Incarcerated”

For the purposes of the FY24 program, an individual is considered to have been “incarcerated” by (or on behalf of) the applicant government when held (confined) in a “correctional facility” **under the legal authority of the applicant government, following conviction of the individual for a criminal offense.** Such incarceration may have been in a “correctional facility” operated by the applicant government or in a “contract correctional facility” (including a regional facility) used by the applicant government.

- An inmate is not considered to have been “incarcerated” by or on behalf of an applicant government if the applicant government held the inmate in custody on

behalf of (under the legal authority of) another “state” or “unit of local government,” pursuant to a contractual arrangement.

“Undocumented”

For the purposes of the FY 2024 program, an individual is “undocumented” **if, as of the date the individual was “incarcerated” by the applicant government,** the individual was a foreign citizen or foreign national with no legitimate claim under federal law to be a U.S. citizen or U.S. national, and the individual (1) entered the United States without authorization under federal law to do so, (2) entered the United States under a federal legal authorization that had expired or otherwise was no longer in effect, or (3) was the subject of deportation or exclusion proceedings.

- Generally, a person born in the United States (including in a U.S. territory) is a U.S. citizen or U.S. national.

“Criminal Alien”

For the purposes of the FY 2024 program, an “alien” (that is, an individual who is not a citizen or national of the United States) is a “criminal alien” if, as of the date the individual was “incarcerated” by the government, that individual had been convicted of at least one felony or two misdemeanors.

- Adjudication of a juvenile as a delinquent does not constitute conviction of a felony or a misdemeanor for purposes of the FY 2024 program.

“Inmate Records” and Associated Data Elements

In section 2 of the application, the “submitting government official” is to provide an “inmate record” for each “eligible inmate.”

- **Multiple Periods of Incarceration:** If, during the reporting period, the applicant government incarcerated a particular “eligible inmate” for two or more periods of at least 4 consecutive days each, the applicant **must** create a **separate** “inmate record” for each such distinct period of incarceration. The applicant **may not** combine such distinct periods of incarceration in a single inmate record.
- **“Eligible Inmates” Who Use Aliases:** If an applicant government has reason to believe that a particular “eligible inmate” uses or has used aliases, the applicant may submit a separate “inmate record” for each alias, provided the information in the separate inmate record(s) is identical in all respects, other than as to last, first, and/or middle names. Note that this requirement for identical information—except as to names—specifically includes the “unique inmate number assigned by the applicant government.” (See list below.)

Each “inmate record” is to provide all of the following information, to the extent known to the applicant government, using due diligence:

- Alien number, also referred to as “A-number”
- Last name
- First name
- Middle name (not required, but to be provided if available)
- Date of birth
- Unique inmate identifying number assigned by the applicant government

- Foreign country of birth
- “Date incarcerated” (see definition in Appendix A)
- FBI number

Law Enforcement Support Center (LESC) Immigration Alien Query (IAQ)

This is an **optional** field. See Appendix E for more information.

The detailed instructions for each of these data elements are set out in the table titled “SCAAP Data Elements for ‘InmateRecords’—FY24 Program” in Appendix A. That table identifies the mandatory data elements; specifies the precise format to be used for each data element; sets out the rules to follow for individuals with compound or hyphenated first, last, or middle names; and specifically defines “date incarcerated” and “date released.” It also defines the required ASCII fixed-field format.

- For ease of reference, the “submitting government official” may wish to print out a copy of “SCAAP Data Elements for ‘Inmate Records’—FY24 Program.”
- Be aware that an “inmate record” that does not identify a **specific country** as the inmate’s country of birth, but instead indicates that the country of birth is “unknown,” will **not** be considered in the calculation of the amount of any payment under the FY24 program unless DHS (through its data review) is able to confirm that the inmate was in fact “undocumented” and the “inmate record” is otherwise sufficient.

Submission of “Inmate Records”

An applicant must provide “inmate records” for “eligible inmates” by uploading a single ASCII-formatted (.txt) file that contains the **entire** set of inmate records for the “reporting period.”

- The “submitting government official” will upload a single ASCII-formatted file with all the “inmate records” for “eligible inmates.”
 - Appendix A (titled “SCAAP Data Elements for ‘Inmate Records’—FY 2024 Program”) sets out the required ASCII fixed-field format to be used for the inmate file upload.
 - Appendix B lists DHS Immigration and Customs Enforcement (ICE) Country Codes. “Inmate records” submitted as part of a single ASCII fixed-field file are to include the appropriate “ICE Country Code” from the list in Appendix B. Do not use an abbreviation from any other list of country codes.
 - Appendix C (titled “Instructions for Upload of ASCII Fixed-field File of ‘Inmate Records’”) provides detailed instructions for the ASCII fixed-field file upload process.

Part III. Information on “Correctional Officers” and “Correctional Facilities”

Required Information on “Correctional Officers”

In section 3 of the online application, the “submitting government official” must provide, by direct entry into the online application, all of the following information related to “correctional officers”:

- The total number of **full-time “correctional officers”** employed by the **applicant government** during the reporting period.
- The total number (reported as full-time employees (FTEs)) of **part-time “correctional officers”** employed by the applicant government during the reporting period.

- The total number of **full-time “correctional officers”** providing services to the **applicant government** as employees of “contract correctional facilities” (or as contractors) during the reporting period.
- The total number (reported as FTEs) of **part-time “correctional officers”** providing services to the applicant government as employees of “**contract correctional facilities**” (or as contractors) during the reporting period.
- “Actual salary expenditures for correctional officers” during the reporting period.

In addition, section 3 of the online application requires the “submitting government official” to provide (as a file attached to the application) a “‘Correctional Officer’ Salary Expenditures Detail.”

Pertinent Definitions: “Correctional Officers” and “Associated Salary Expenditures”

- **“Correctional facility”** means a facility typically used to hold (confine) in-custody individuals convicted of one or more criminal offenses.
 - A “correctional facility” may be operated by a “state” or “unit of local government” for its own use.
 - A “correctional facility” may be operated by a private or governmental entity that holds individuals in custody on **behalf of** (pursuant to the legal authority of) a “state” or “unit of local government,” pursuant to a contractual arrangement. For the purposes of the FY 2024 program, such a facility (including a regional facility) is a **“contract correctional facility.”**
 - A “correctional facility” may—in addition to holding in-custody individuals who have been **convicted** of criminal offenses—also hold in-custody individuals who have been **charged** with criminal offenses. A facility that is used primarily for pretrial detention, however, is **not** a “correctional facility.”
- **“Correctional Officer”**: For the purposes of the FY 2024 program, “correctional officer” means a person whose **primary** employment responsibility is to maintain custody of individuals held in a “correctional facility.” A person who meets this definition is a “correctional officer,” regardless of whether this person is an employee of the applicant government or an employee of a “contract correctional facility” used by the applicant government.
 - Based on the **primary** employment responsibility, the term “correctional officer” may include a person who fills a position such as deputy sheriff, “correctional facility” or jail supervisor, chief of security or shift commander for a “correctional facility,” or warden or assistant warden of a “correctional facility.” The term “correctional officer” also may include a transportation officer (or someone in a similar position), but **only if** the person’s **primary** employment responsibility is to maintain custody of inmates who remain in custody but temporarily are outside of the “correctional facility.”
 - “Incarcerated” is defined above.
 - Persons whose **primary** responsibility is something other than to maintain custody of individuals held in custody in a “correctional facility” are not “correctional officers” for purposes of this program and **may not** be included in the “correctional officer” data reported in section 3 of the online application. This is the case **even though** such persons may provide services to a “correctional facility” used by the applicant government or its inmates.
 - Persons who provide office and secretarial support or administrative services to

(or for) a “correctional facility”; or whose **primary** employment responsibility involves housekeeping or maintenance at a “correctional facility”; or who provide food, health or medical care, education, training, or vocational counseling to “incarcerated” inmates are not “correctional officers” for purposes of the FY 2024 program. They **may not** be included in the “correctional officer” data reported in section 3 of the online application.

- Similarly, persons whose **primary** employment responsibility is to work with inmates who are no longer held in custody in a “correctional facility” (e.g., parole and probation officers) or whose work involves inmates but whose primary employment responsibility is something other than “maintaining custody” of an inmate held in custody in a “correctional facility” (e.g., judges, prosecutors, public defenders, hearing officers, and warrant and apprehension units personnel) are **not** “correctional officers” for purposes of the FY 2024 program. They **may not** be included in the “correctional officer” data reported in section 3 of the online application.
- **Total number of “correctional officers”**
 - For **full-time** “correctional officers” employed by the applicant government, report the total number of full-time correctional officers employed during the reporting period.
 - For **part-time** “correctional officers” employed by the applicant government (reported as FTEs), report the total number of part-time correctional officers employed during the reporting period.
 - For **full-time** “correctional officers” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable—using due diligence—to use of the “correctional facility” by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such full-time correctional officers employed during the reporting period.
 - Similarly, for **part-time** “correctional officers” employed by a “contract correctional facility,” include **only** the “total number” of such officers whose employment is reasonably attributable—using due diligence—to use of the “correctional facility” by the applicant government for inmates held in custody under its own legal authority. As the “total number,” report the total number of such part-time correctional officers employed during the reporting period.
- **“Actual salary expenditures for correctional officers’ during the reporting period” means the sum of:**
 - The actual amount (if any) paid by the applicant government during the “reporting period” as the “salaries and wages” of full-time and part-time “correctional officers” it employed. Paid leave (medical leave, family leave, vacation leave) may be included in this total.
 - The actual amount (if any) **paid by any** “contract correctional facility” as the “salaries and wages” of full-time and part-time “correctional officers,” but only to the extent the amounts paid are reasonably attributable—using due diligence—to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- **“Salaries and wages”** may include amounts paid to a “correctional officer” as premium pay for a specialized service, as shift-differential pay, and/or as fixed-pay increases for

time in service. It also may include additional amounts paid for overtime when such additional amounts are required by law (e.g., by statute or regulation) or by contractual obligation.

- “Salaries and wages” may not include any payments or costs for employment benefits, including (without limitation) social security, retirement or pension plans, health or medical services, insurance (e.g., medical, dental, vision, disability, and life insurance), and/or report awards.

Information Required in the “‘Correctional Officer’ Salary Expenditures Detail (for the Reporting Period)”

Each applicant must attach a file to the application that sets out for each “correctional officer” included in the reported number of “correctional officers” the following:

- The **title** of the position held by the person (e.g., “corrections officer,” “deputy sheriff,” “warden”) and the **total** “salaries and wages” paid to the person during the reporting period for that work. (The **name** of the correctional officer **should not** be included.)
- For an individual “correctional officer” employed by a “contract correctional facility,” the “salaries and wages” listed must be the amount **reasonably attributable—using due diligence**—to inmates held in custody on behalf of, and under the legal authority of, the applicant government.
- This salary detail file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all “salaries and wages” listed in the detail file must match the amount entered in the online application as “Actual salary expenditures for correctional officers during the reporting period.”
 - JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To attach the file:
 - Click on the “Attach” button. A pop-up window will appear.
 - Click on the “Browse” button.
 - Locate the correct file name and double-click on it. The file name will appear in the blank field.
 - Click the “Upload” button.

Required Information on “Correctional Facilities”

In section 3 of the online application, the “submitting government official” also must provide, by direct entry into the online application, all of the following information related to “correctional facilities”:

- “Maximum bed count” for the reporting period
- “Total all inmate days” for the reporting period

In addition, section 3 of the online application requires the “submitting government official” to provide, as a file attached to the application, detail on “all inmate days, by reporting day” for the reporting period.

Pertinent Definitions Relating to “Correctional Facilities”

- **“Correctional facility” and “contract correctional facility”** are defined above.
- **“Maximum bed count’ for the reporting period”**: If the applicant government held inmates in custody **only in** “correctional facilities” operated by the applicant government itself for its own use, the “maximum bed count’ for the reporting period” is the **maximum capacity** during any single day of the reporting period of all such “correctional facilities” operated by the applicant government. If, however, the applicant government **either** did not operate a “correctional facility” for its own use or operated one or more “correctional facilities” for its own use and also used other facilities to hold inmates in custody, the “maximum bed count’ for the reporting period” is the sum of:
 - The maximum **capacity** during any single day of the reporting period of all “correctional facilities” operated by the applicant government itself for its own use.
 - The maximum number of inmates, if any, actually held in custody on behalf of (under the legal authority of) the applicant government in a “contract correctional facility” during any single day of the reporting period.
 - The maximum number of inmates, if any, **actually held in custody** by the applicant government during any single day of the reporting period in “temporary” or “overflow” facilities (e.g., gymnasiums).
- **“Total all inmate days’ for the reporting period”** means the cumulative number of days—determined using the nightly “head count” for each of the days in the reporting period—inmates were held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority) during the “reporting period” **regardless of inmate citizenship, legal status, or the number of days held in custody.**

Information Required in the “All Inmate Days, by Reporting Day’ Detail (for the Reporting Period)”

- Each applicant must attach a file to its application that sets out for **each particular day of the reporting period**—using nightly “head counts”—the number of inmates held in custody in a “correctional facility” by or on behalf of the applicant government (pursuant to its own legal authority), **regardless of inmate citizenship, legal status, or the number of days held in custody.**
- This detail file may be submitted in one of several commonly used file formats (e.g., Adobe PDF, Microsoft Word, or Microsoft Excel). **Note:** The sum of all daily entries for “all inmate days” listed in this detail file must match the number entered in the online application as “Total all inmate days’ for the reporting period.”
- JustGrants does **not** accept **executable** file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”
- To attach the file:
 - Click on the “Attach” button. A pop-up window will appear.
 - Click on the “Browse” button.
 - Locate the correct file name and double-click on it. The file name will appear in the blank field.
 - Click the “Upload” button.

Important Note Regarding “Correctional Officers” and “Correctional Facilities” Data

As indicated earlier, all information submitted as part of an application to the FY 2024 program is subject to appropriate review by OJP. In appropriate circumstances (e.g., indications that an entry related to “correctional officers” or “total all inmate days” may be erroneous), OJP may require additional information related to the accuracy of the information in the application.

Using data provided by the applicant in section 3 of the application (e.g., data on “correctional officers,” data on “total all inmate days”), JustGrants calculates each applicant’s average daily (salaries) cost per inmate during the “reporting period.” As a point of reference and comparison, for the FY 2021 program, the overall average daily (salaries) cost per inmate (i.e., the average of the daily costs for all applicants that received payments) was \$56.51.

REMINDER: For each applicant government, there may be only **one** “submitting government official.” That “submitting government official” **must** complete **all** sections of the application and **must** be the one who submits the application to OJP.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Disclosures and Assurances

The applicant will address the following certifications electronically in JustGrants. The text of each required certification is included below.

Required Certification to OJP by the Submitting Government Official: Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online SCAAP application is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Required Certification to OJP by the Submitting Government Official: Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Required Certification to OJP by the Submitting Government Official: Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this SCAAP application, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online SCAAP application (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP solicitation under which this application is submitted for funding, and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Application Review Information

Review Process

OJP Review of Applications; Corrections to Data (Other than "Eligible Inmate" Data)

All information submitted as part of an application is subject to appropriate review by OJP. If a properly submitted application appears to contain errors that may be corrected by the applicant (such as inaccurate data on correctional officers or correctional facilities), OJP typically will notify the applicant via an email message to the "submitting government official" and the applicant's "chief executive" using the email addresses provided in the application. In such a notification, OJP may provide an applicant with an opportunity to correct the application by a

particular date. In any such case, to be considered for a SCAAP payment, the applicant must make the appropriate corrections by that date.

Due to the nature and complexity of the data review by DHS, however, **no** corrections may be made to data submitted on “eligible inmates” (or “inmate records”) after the application deadline has passed.

Federal Award Administration Information

Notification and Acceptance of Payment

Once the amount of any payment under the FY 2024 program has been determined, award notifications will be sent through JustGrants. Please note that the JustGrants award notifications for all OJP programs include standard language, some of which is not applicable to SCAAP. For example, the language regarding post-award programmatic and financial reports can be disregarded. The SCAAP Help Desk will send a subsequent notification to recipients that will provide information concerning the amount available to the applicant government and will provide detailed instructions for online acceptance (in JustGrants) and drawdown of funds.

An applicant government is to complete the online acceptance process within 45 calendar days after receipt of the email notice from OJP. Formal acceptance in JustGrants is required before any electronic transfer of funds to the applicant government. See the [SCAAP Application Submission and Acceptance Job Aid Reference Guide](#).

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Appendix A: SCAAP Data Elements for “Inmate Records”—FY 2024 Program

Please go to <https://bja.ojp.gov/funding/fy-2024-SCAAP-appendix-a.pdf> for appendix A.

Appendix B: DHS ICE Country Codes—For Use in “Inmate Records”

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Afghanistan	AFGHA	Chad	CHAD	Ghana	GHANA
Albania	ALBAN	Chile	CHILE	Gibraltar	GIBRA
Algeria	ALGER	China, Peoples Republic	CHINA	Greece	GREEC
Andorra	ANDOR	Christmas Island	CHRIS	Greenland	GREEN
Angola	ANGOL	Cocos Islands	COCOS	Grenada	GRENA
Anguilla	ANGUI	Colombia	COLOM	Guadeloupe	GAUDE
Antigua-Barbuda	ANTIG	Comoros	COMOR	Guatemala	GUATE
Argentina	ARGEN	Congo, Democratic Republic	DECON	Guinea	UINEA
Armenia	ARMEN	Congo, Republic	CONGO	Guinea Bissau	BISSA
Aruba	ARUBA	Cook Islands	COOK	Guyana	GUYAN
Australia	RALIA	Costa Rica	COSTA	Haiti	HAITI
Austria	STRIA	Cote d'Ivoire	IVORY	Holy See	VATIC
Azerbaijan	AZERB	Croatia	CROAT	Honduras	HONDU
Bahamas, The	BAHAM	Cuba	CUBA	Hong Kong	HONGK
Bahrain	BAHRA	Cyprus	CYPRU	Hungary	HUNGA
Bangladesh	BANGL	Czech Republic	CZREP	Iceland	ICELA
Barbados	BARBA	Czechoslovakia, former	CZECH	India	INDIA
Belarus	BELAR	Denmark	DENMA	Indonesia	INDON
Belgium	BELGI	Djibouti	DJIBO	Iran	IRAN
Belize	BELIZ	Dominica	INICA	Iraq	IRAQ
Benin	BENIN	Dominican Republic	DR	Ireland	IRELA
Bermuda	BERMU	Ecuador	ECUAD	Israel	ISRAE
Bhutan	BHUTA	Egypt	EGYPT	Italy	ITALY
Bolivia	BOLIV	El Salvador	ELSAL	Jamaica	JAMAI
Bosnia-Herzegovina	BOSNI	Equatorial Guinea	EQUAT	Japan	JAPAN
Botswana	BOTSW	Eritrea	ERITR	Jordan	JORDA
Brazil	BRAZI	Estonia	ESTON	Kazakhstan	KAZAK
British Virgin Islands	BVI	Ethiopia	ETHIO	Kenya	KENYA
Brunei	BRUNE	Falkland Islands	FALKL	Kiribati	KIRIB
Bulgaria	BULGA	Fiji	FIJI	Korea	KOREA
Burkina Faso	BURKI	Finland	FINLA	Kuwait	KUWAI
Burma	BURMA	France	FRANC	Kyrgyzstan	KYRGY
Burundi	BURUN	French Guiana	FRGUI	Laos	LAOS
Cambodia	CAMBO	French Polynesia	POLYN	Latvia	LATVI
Cameroon	CAMER	French Southern and Antarctic Lands	ANTAR	Lebanon	LEBAN
Canada	CANAD	Gabon	GABON	Lesotho	LESOT
Cape Verde	CAPEV	Gambia	GAMBI	Liberia	LIBER
Cayman Islands	CAYMA	Georgia	GEORG	Libya	LIBYA
Central African Republic	CAFRI	Germany	GERMA	Liechtenstein	LIECH
Lithuania	LITHU	Palestine	PALES	Sweden	SWEDE
Luxembourg	LUXEM	Panama	PANAM	Switzerland	SWITZ
Macau	MACAU	Papua New Guinea	PAPUA	Syria	SYRIA

Country Name	ICE Code	Country Name	ICE Code	Country Name	ICE Code
Macedonia	MACED	Paraguay	PARAG	Taiwan	TAIWA
Madagascar	MADAG	Peru	PERU	Tajikistan	TAJIK
Malawi	MALAW	Philippines	PHILI	Tanzania	TANZA
Malaysia	MALAY	Pitcairn Island	PITCA	Thailand	THAIL
Maldives	MALDI	Poland	POLAN	Togo	TOGO
Mali	MALI	Portugal	PORTU	Tonga	TONGA
Malta	MALTA	Qatar	QATAR	Trinidad and Tobago	TRINI
Marshall Islands	MARSH	Reunion	REUNI	Tunisia	TUNIS
Martinique	MARTI	Romania	ROMAN	Turkey	TURKE
Mauritania	MAUTA	Russia	RUSSI	Turkmenistan	TURKM
Mauritius	MAUTI	Rwanda	RWAND	Turks and Caicos Islands	TURKS
Mexico	MEXIC	Samoa	SAMOA	Tuvalu	TUVAL
Micronesia, Federated States	FSM	San Marino	SANMA	Uganda	UGAND
Moldova	MOLDO	Sao Tome and Principe	SAOTO	Ukraine	UKRAI
Monaco	MONAC	Saudi Arabia*	SAUDI	United Arab Emirates	UAE
Mongolia	MONGO	Senegal	SENEG	United Kingdom	UK
Montserrat	MONTS	Seychelles	SEYCH	Uruguay	URUGU
Morocco	MOROC	Sierra Leone	SIERR	Uzbekistan	UZBEK
Mozambique	MOZAM	Singapore	SINGA	Vanuatu	VANUA
Namibia	NAMIB	Slovak Republic	SLOVA	Venezuela	VENEZ
Nauru	NAURU	Slovenia	SLOVE	Vietnam	VIETN
Nepal	NEPAL	Solomon Islands	SOLOM	Wallis and Futuna Islands	WALLI
Netherlands	NETHE	Somalia	SOMAL	West Indies	WINDI
Netherlands Antilles	ANTIL	South Africa	SAFRI	Western Sahara	WSAHA
New Caledonia	NEWCA	South Korea	SKORE	Western Samoa	WSAM O
New Zealand	NEWZE	Soviet Union, former	USSR	Yemen	YEMEN
Nicaragua	NICAR	Spain	SPAIN	Yugoslavia, former	YUGOS
Niger	NIGE	Sri Lanka	SRILA	Zambia	ZAMBI
Nigeria	NIGIA	St. Helena	STHEL	Zimbabwe	ZIMBA
Niue	NIUE	St. Kitts-Nevis	STKIT		
North Korea	NKORE	St. Lucia	STLUC	Born on ship/plane	SHIP
Northern Ireland	NIREL	St. Pierre and Miquelon	STPIE	Stateless	STATE
Norway	NORWA	St. Vincent and the Grenadines	STVIN		
Oman	OMAN	Sudan	SUDAN		
Pakistan	PAKIS	Suriname	SURIN		
Palau	PALAU	Swaziland	SWAZI		

* ARABI also may be used as the code for Saudi Arabia

Appendix C: Instructions for Upload of ASCII Fixed-field File of “Inmate Records”

Upload of an ASCII Fixed-field File of All “Inmate Records”

This method for submitting “inmate records” on “eligible inmates” allows an applicant to submit the entire set of inmate records as a **single ASCII-formatted file** uploaded directly into JustGrants. The SCAAP Application Submission and Award Acceptance Guide specifies the required fields and format.

Each “inmate record” in the uploaded ASCII file is to contain **all the** mandatory data fields in the specified format. Through a file upload “status report” (which will refer to each “inmate record” as a “line”), JustGrants will flag “inmate records” within the ASCII file that do not contain the required information, are not exactly **165 or 166** characters long, or do not follow (or appear not to follow) the specified data format.

“Inmate records” that are incomplete or are not in the specified format as of the date and time of the application deadline will **not** be considered as part of OJP’s payment calculation process. If an ASCII inmate-record file has been uploaded, but the applicant government has **not** yet submitted its application in OJP’s JustGrants, the applicant has the option to correct, add to, or otherwise modify the ASCII inmate-record file and upload that file as a **replacement** for the entire file previously uploaded. (See below.)

To help ensure that the maximum number of “inmate records” is taken into account in the calculation of the amount of any payment, the applicant should be **meticulous** in preparing the ASCII fixed-field file. If JustGrants nevertheless identifies errors in the file—and the application deadline has not yet passed—the applicant should correct those errors as soon as possible **before** it “submits” the application in JustGrants.

ALERTS

- An ASCII “inmate-record” file may **not** be corrected, added to, or modified **in any way** once the application deadline has passed.
- If an applicant uploads an ASCII fixed-field file of “inmate records,” any subsequent upload of a new or modified file **will overwrite (and delete)** the previously uploaded file **in its entirety**. Similarly, the addition of any inmate records via direct data entry will overwrite (and delete) the previously uploaded ASCII fixed-field file in its entirety.
- Upload of a large ASCII fixed-field file of “inmate records” may take a considerable amount of time.
 - Generally, there is a brief start-up delay when the upload is being initiated.
 - A file that contains 50,000 “inmate records” may take 15 minutes or longer to upload, even after the file upload actually has begun.
 - If the applicant’s internet browser “times out” or is disconnected during the file upload process, errors may result. It is important to review the file upload “status report” (see below) to determine whether the expected number of “inmate records” in fact was uploaded.

The Upload Process—In General

To submit “inmate records” for “eligible inmates” by uploading a single ASCII fixed-field file that includes all such inmate records, follow these steps:

Step 1: In section 2 of the online application, click on the “Upload Inmate File” button.

Step 2: Click on the “Upload” box to attach the file. A pop-up window will appear.

Step 3: Click on the "Browse" button in the pop-up window.

Step 4: Locate the correct file name and double click on it. The file name will appear in the blank field.

Step 5: Click the "Upload" button. A message should appear in the pop-up window that indicates the status of the file upload. Click the "X" in the upper right corner of the pop-up box to close it. The ASCII fixed-field file name should now appear next to the upload button on the main page.

Step 6: Click the "Validate" button. Any errors present in the inmate file will be displayed. Correct any errors listed and reupload the entire inmate file once the update is completed.

Step 7: Click the "Continue" button to proceed to the next section of the application.

The file upload "status report" will indicate the total number of "inmate records" uploaded and the number of those records that are "complete." In addition, the report will provide a detailed list of any inmate records (by "line" number) that are incomplete and/or are not in the specific data format. It also will indicate the data fields in which the error(s) appear.

Appendix D: SCAAP Payment Calculations—General Overview

A General Overview of the Method OJP Uses to Calculate Payments under SCAAP

1. DHS reviews “inmate records.” All complete inmate records submitted in applications from “eligible applicants” are forwarded by OJP to DHS promptly after the application deadline.
2. DHS conducts a detailed review that focuses on determining whether each individual identified in an “inmate record” **in fact** was “undocumented”—or was instead a U.S. citizen (or national) or otherwise lawfully present in the United States—at the time of the incarceration identified in the inmate record.
3. DHS provides the results of its review to OJP.
4. OJP reviews the data provided by applicants, including data on “correctional officers,” “actual salary expenditures for correctional officers,” and “total all inmate days.” As appropriate and feasible, OJP requires additional—or corrected—information from applicants.
5. For each applicant government with one or more “inmate records” determined to be eligible for payment, JustGrants calculates the average daily (salaries) cost per inmate for the applicable “reporting period.” In general, this is done by dividing “actual salary expenditures for correctional officers” (for the reporting period) by “total all inmate days” (for the reporting period).
6. Using the results of the DHS review, the OJP review, and each applicant’s average daily (salaries) cost per inmate, JustGrants calculates an amount—referred to as the applicant’s total “eligible inmate costs”—that reflects the applicant’s total (salaries) costs of incarcerating “undocumented criminal aliens” during the applicable “reporting period.”
7. Funds available from appropriations to OJP for SCAAP for the particular application cycle are paid to applicant governments on a proportionate (percentage) basis, using each applicant’s total “eligible inmate costs.”

For example, during the FY 2023 program, payments made to applicant governments represented approximately 25.5 percent of each applicant’s total “eligible inmate costs.”

Appendix E: Law Enforcement Support Center Immigration Alien Query Overview

State and local law enforcement agencies may provide specific notice to DHS of an “undocumented criminal alien’s” name, their release date, and their home and work addresses through the Law Enforcement Support Center (LESC). The LESL Immigration Alien Query (IAQ) field is an optional field for each inmate record to assist in establishing the eligibility of inmates for SCAAP reimbursement.

LESC is ICE’s single national point of contact that provides timely immigration status information, identity information, and real-time assistance to local, state, and federal law enforcement agencies on aliens suspected of, arrested for, or convicted of criminal activity. LESL, located in Williston, Vermont, operates 24 hours a day, 7 days a week, 365 days a year.

Standard Solicitation Resources

[SCAAP Application Submission and Award Acceptance Guide](#) provides a step-by-step walkthrough of the SCAAP application process.

[OJP Grant Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions and sign-up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training Page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance and support on JustGrants system functionality.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
NOTICE OF SELLER'S TERMINATION OF CONTRACT

8-13-18



CONCERNING THE CONTRACT FOR THE SALE OF THE PROPERTY AT

1652 Avenue I

Beaumont

(Street Address and City)

BETWEEN THE UNDERSIGNED AND Jefferson County, Dianna Copeland

(BUYER)

Seller notifies Buyer that the contract is terminated pursuant to the following:

(1) Buyer failed to deliver the earnest money within the time required under Paragraph 5 of the contract and before the time Seller provided this notice to Buyer.

(2) Other (identify the paragraph number of contract or the addendum):

Paragraph 10.

NOTE: This notice is not an election of remedies. Release of the earnest money is governed by the contract.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS FORM CAREFULLY.

Dianna Copeland 3-24

Seller Dianna Copeland

Date

Seller

Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 50-0.

TREC No. 50-0



CDBG-DR Buyout/ Acquisition Program
Homeowner Letter of Withdrawal

Buyout/Acquisition Program Homeowner Letter of Withdrawal

I/we no longer wish to participate in the Jefferson County_CDBG-DR Buyout / Acquisition Program and voluntarily withdraw our property from the program:

1652 Avenue I
Property Address
Beaumont Texas 77701

City State Zip
Dianna Edwards Copeland

Owner Name (s) Signature (s) Date
N/A

Co-Owner Name (s) Signature (s) Date

Are you signing as an agent with the Power of Attorney for an applicant? YES NO

If signing as agent with Power of Attorney (POA):

Agent Name Signature Date

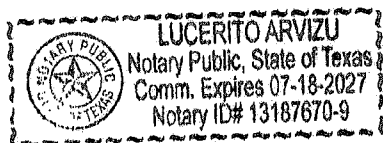
Acknowledgement of Municipality/Sub-Grantee:

DIANNA COPELAND Beaumont Copland
Applicant Agent Name Signature Date 6-3-24

Executed this 3rd day of June, 2024

Affiant Signature

SUBSCRIBED AND SWORN BEFORE ME, on the 3rd day of June, 2024



Notary Public, State of Texas

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

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



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

JEFF R. BRANICK
 County Judge

Homeowner Offer Letter

June 4, 2024

Peggy McClendon
 570 Bass Road
 Beaumont, Texas 77705

Re: Offer to Purchase
 570 Bass Road, Beaumont, Texas 77705

Dear Ms. Peggy McClendon

This letter and package pertain to your property, 570 Bass Road, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

Purchase Price	
The Pre-Storm Fair Market Value of your property is:	\$136,800
As determined by:	Appraisal
Applicable Duplication of Benefits:	\$0
Total Offer Amount:	\$136,800.00
Moving Stipend	\$0

Total Assistance and/or Incentive Amount (up to):	\$35,000.00
--	--------------------

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$136,800.00** you qualify for housing assistance and/or incentive/s for a total up to **\$35,000.00** as of **6/04/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$5,000.00 (subject to GLO approval)**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 570 Bass Road, Beaumont, Texas 77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives		
	Buyout Benefits	Eligibility
Purchase Price	Pre-storm Fair Market Value.	\$136,800.00
Moving Stipend	Buyout moving expense will be covered as a stipend of \$5,000.	\$5,000.00 (subject to GLO approval)
Replacement Housing Assistance	The replacement housing assistance is necessary due to the increased housing cost.	\$ -0- (up to for an existing home)
Incentives		
Locality Incentive	Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment.	\$35,000.00 If applicable
Down Payment Incentive	Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel.	\$ 0000 (up to)
Rehabilitation Incentive	Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines.	\$ -0- If applicable
Total Housing Assistance and/or Incentive/s amount as of 06/04/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable)		\$176,800.00

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

Jefferson County Community Development
Block Grant Disaster Recovery-Voluntary
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to **\$35,000.00** in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 60 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

Peggy McClendon

Date

Date

Date:

Re:CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Ms. Peggy McClendon

As a property owner at 570 Bass Road, Beaumont, Texas 77705 you are eligible to participate in the Jefferson County Buyout /Acquisition Program.

It is necessary that you understand this is a completely voluntary program. You are not required to participate in the proposed buyout. However, should you desire to participate, it is required that the purchase value of your property be agreed upon. The appraisal performed on your property establishes the Pre-Storm value of the improvements/structure at a total fair market value of \$136,800.00.

Attached to this letter is the Just Compensation Determination Statement with more information on the basis for determination of the offer amount.

Because you received financial assistance from other sources, a Duplication of Benefits (DOB) in the amount of \$0 has been identified. The value of the Structure (a) \$136,800.00, minus the DOB (b) \$0, plus the value of the Land (c) \$0 equals (d) \$136,800.00. (This paragraph may not apply)

Therefore, the final mitigation offer for your property is (d) \$136,800.00.

(Note: The DOB is only adjusted against the appraised value of the structure. Therefore, when the DOB exceeds the appraised value for the structure, the final mitigation offer equals the appraised value for the land. e.g., The value of the Structure \$40,000 (a), minus the DOB \$60,000 (b), plus the value of the land \$15,000 (c) equals \$15,000 (d).

If you agree with this valuation and are interested in participating in the voluntary buy-out program, please sign and date this letter on the line indicated below. It is imperative that you return this letter to Delores Chevis at deloresrichard21@yahoo.com within two (2) weeks from the above date.

Please understand the value indicated is your gross amount due. All costs related to your closing will be deducted from your gross amount due, and at settlement, you will receive a net check. Your costs may include, but shall not be limited to, outstanding mortgages, pro-rated real estate & school taxes, any judgments, pro-rated utility costs, etc.

A closing statement will be provided to you at settlement itemizing each of your costs and expenses. Sincerely,

Subrecipient's Agent: Delores Chevis

Title: Realtor

I/We have read the foregoing and affirm that we voluntarily accept the appraised value as fair market value for my/our home.

(Homeowner 1 Name)

Date _____

(Homeowner 1 Signature)

(Homeowner 2 Name)

Date _____

(Homeowner 2 Signature)

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

Just Compensation Determination Statement

Subrecipient: Jefferson County

Contract No. 20-066-036-C242

Jefferson County proposes to purchase a portion of your property at 570 Bass Road, Beaumont, Texas 77705.

See exhibit A for the lot description.
570 Bass Road, Beaumont, Texas 77705

The Following buildings, structures, and other improvements are included as part of the offer of just compensation: N/A

As follows: CBRE Valuation & Advisory Services has established just compensation for this property as

\$ 136,800.00, Jefferson County hereby offers the just compensation amount of

\$ 136,800.00 for the purchase of your property. The amount offered is the full amount that Jefferson County believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$ 136,800.00 (an amount representing just compensation for the real property to be acquired or the amount considered to be the market value of the portion to be acquired as part of the whole property plus, if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination:

Pre-Storm

(Insert methodology and formula used in calculating value.)

Name of elected official Signature Date

*Exhibit A**Lot Description and Metes and Bounds*

Date:3/4/2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Peggy McClendon (Property Owner as listed on deed):

In addition to the offer presented to you for the valuation of your home, you are eligible for additional housing incentive awards that may be presented to you in addition to your offer.

The additional incentives that you are eligible for are the following:

A. Relocation Assistance:

You are eligible for reimbursement of relocation costs of up to \$0 for a lot or newly constructed home, and \$0 reimbursable in temporary housing and temporary relocation costs (with GLO approval). The amount of assistance will depend on the reasonable and justified need of the applicant for relocation costs.

Eligible Relocation costs include:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property;
4. Storage of personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
7. Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the

fee. fee. at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

You will be required to furnish quotes, receipts, or contracts to calculate your final award for relocation incentives.

B. Down Payment Assistance:

You are eligible to receive up to 100% of the required minimum down payment, at an amount not to exceed \$0. The amount of assistance will depend on the reasonable and justified need of the applicant and the price of the replacement home.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. Purchased homes must be considered decent, safe, and sanitary, and will be required to pass the HQS inspection. Any costs associated with bringing your new residence up to the required standards is the responsibility of the homeowner.
3. The funding must be used within 60 days of acquisition closing.
4. Household income must be at or below 120% Area Median Income.

C. Buyout Incentives

You are eligible for up to \$35,000 in additional assistance as a buyout incentive. The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with the necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. The funding must be used within 60 days of acquisition closing.
3. The applicant must provide documentation demonstrating the need for an additional buyout incentive.

fee.

This is a voluntary program. You are not required to elect to accept incentives in order to accept your buyout offer. If you would like to participate in the incentive awards, please select the incentives that you would like to apply for (Initial as many as apply.)

N/A Relocation Assistance

N/A Down Payment Assistance

Buyout Incentives

I do not wish to participate in the incentive program

I/We have read the foregoing and affirm that we elect to participate in the incentive program for the incentives initialed above. I/We understand the aforementioned requirements for the incentives and will work with Jefferson County to furnish the required documentation.

(Homeowner 1 Name) Date _____

(Homeowner 1 Signature)

(Homeowner 2 Name) Date _____

Homeowner 2 Signature)

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

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



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

JEFF R. BRANICK
 County Judge

Homeowner Offer Letter

June 4, 2024

Robert and Charity Webster
 17413 Boondocks Road
 Beaumont, Texas 77705

Re: Offer to Purchase
 17413 Boondocks Road, Beaumont, Texas

77705

Dear Mr. & Mrs. Webster,

This letter and package pertain to your property, 17413 Boondocks Road, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

Purchase Price	
The Pre-Storm Fair Market Value of your property is:	\$46,200.00 (Land only)
As determined by:	Appraisal
Applicable Duplication of Benefits:	\$0
Total Offer Amount:	\$46,200.00

Moving Stipend	\$0
Total Assistance and/or Incentive Amount (up to):	\$35,000.00

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$46,200.00** you qualify for housing assistance and/or incentive/s for a total up to **\$35,000.00** as of **6/04/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$0 (subject to GLO approval)**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 17413 Boondocks Road, Beaumont, Texas
77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives		
	Buyout Benefits	Eligibility
Purchase Price	Pre-storm Fair Market Value.	\$46,200.00
Moving Stipend	Buyout moving expense will be covered as a stipend of \$5,000.	\$0 (subject to GLO approval)
Replacement Housing Assistance	The replacement housing assistance is necessary due to the increased housing cost.	\$ -0- (up to for an existing home)
Incentives		
Locality Incentive	Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment.	\$35,000.00 If applicable
Down Payment Incentive	Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel.	\$ 0000 (up to)

Rehabilitation Incentive	Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines.	\$ -0- If applicable
Total Housing Assistance and/or Incentive/s amount as of 06/04/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable)		\$81,200.00

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

Jefferson County Community Development
Block Grant Disaster Recovery-Voluntary
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to **\$35,000.00** in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 60 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

Robert Webster

Date

Charity Webster

Date

Date: June 4, 2024

Re:CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Robert Webster and Charity Webster

As a property owner at 17413 Boondocks Road, Beaumont, Texas 77705 you are eligible to participate in the Jefferson County Buyout /Acquisition Program.

It is necessary that you understand this is a completely voluntary program. You are not required to participate in the proposed buyout. However, should you desire to participate, it is required that the purchase value of your property be agreed upon. The appraisal performed on your property establishes the Pre-Storm value of the improvements/structure at a total fair market value of \$46,200.00.

Attached to this letter is the Just Compensation Determination Statement with more information on the basis for determination of the offer amount.

Because you received financial assistance from other sources, a Duplication of Benefits (DOB) in the amount of \$0 has been identified. The value of the Structure (a) \$ 136,800.00, minus the DOB (b) \$ 0, plus the value of the Land (c) \$ 0 equals (d) \$ 46,200.00. (This paragraph may not apply)

Therefore, the final mitigation offer for your property is (d) \$ 46,200.00.

If you agree with this valuation and are interested in participating in the voluntary buy-out program, please sign and date this letter on the line indicated below. It is imperative that you return this letter to Delores Chevis at deloresrichard21@yahoo.com within two (2) weeks from the above date.

Please understand the value indicated is your gross amount due. All costs related to your closing will be deducted from your gross amount due, and at settlement, you will receive a net check. Your costs may include, but shall not be limited to, outstanding mortgages, pro-rated real estate &

school taxes, any judgments, pro-rated utility costs, etc.

A closing statement will be provided to you at settlement itemizing each of your costs and expenses.

Sincerely,

Subrecipient's Agent: Delores Chevis

Title: Realtor

I/We have read the foregoing and affirm that we voluntarily accept the appraised value as fair market value for my/our home/lot.

(Homeowner 1 Name)

Date _____

(Homeowner 1 Signature)

(Homeowner 2 Name)

Date _____

(Homeowner 2 Signature)

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Just Compensation Determination Statement

Subrecipient: Jefferson County

Contract No. 20-066-036-C242

Jefferson County proposes to purchase a portion of your property at 17413 Boondocks Road, Beaumont, Texas 77705.

See exhibit A for the lot description.

17413 Boondocks Road, Beaumont, Texas 77705

The Following buildings, structures, and other improvements are included as part of the offer of just compensation: N/A

As follows: CBRE Valuation & Advisory Services has established just compensation for this property as

\$ 46,200.00. Jefferson County hereby offers the just compensation amount of

\$ 46,200.00 for the purchase of your property. The amount offered is the full amount that Jefferson County believes to be just compensation for the subject property or interest therein is not less than the market value of the described property. The basis for determining the value is shown below.

Just Compensation: \$ 46,200.00 (an amount representing just compensation for the real property to be acquired or the amount considered to be the market value of the portion to be acquired as part of the whole property plus, if applicable, an amount representing damages and benefits to the remaining portion of the property.)

Basis for Determination:

Pre-Storm

(Insert methodology and formula used in calculating value.)

Name of elected official

Signature

Date

Lot Description and Metes and Bounds

Date:3/4/2024

Re: CDBG-DR Buyout/ Acquisition Program Offer to Purchase

Dear Robert and Charity Webster (Property Owner as listed on deed):

In addition to the offer presented to you for the valuation of your home, you are eligible for additional housing incentive awards that may be presented to you in addition to your offer.

The additional incentives that you are eligible for are the following:

A. Relocation Assistance:

You are eligible for reimbursement of relocation costs of up to \$0 for a lot or newly constructed home, and \$0 reimbursable in temporary housing and temporary relocation costs (with GLO approval). The amount of assistance will depend on the reasonable and justified need of the applicant for relocation costs.

Eligible Relocation costs include:

1. Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building; it also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
4. Storage of personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
5. Insurance for the replacement value of the property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
7. Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
8. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
9. The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
10. The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the

at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation. 323

You will be required to furnish quotes, receipts, or contracts to calculate your final award for relocation incentives.

B. Down Payment Assistance:

You are eligible to receive up to 100% of the required minimum down payment, at an amount not to exceed \$0. The amount of assistance will depend on the reasonable and justified need of the applicant and the price of the replacement home.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. Purchased homes must be considered decent, safe, and sanitary, and will be required to pass the HQS inspection. Any costs associated with bringing your new residence up to the required standards is the responsibility of the homeowner.
3. The funding must be used within 60 days of acquisition closing.
4. Household income must be at or below 120% Area Median Income.

C. Buyout Incentives

You are eligible for up to \$35,000 in additional assistance as a buyout incentive. The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with the necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable.

The following items must be met to be eligible for the down payment assistance:

1. Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction. The applicant will be required to complete a 58.6 checklist on the new home or lot.
2. The funding must be used within 60 days of acquisition closing.
3. The applicant must provide documentation demonstrating the need for an additional buyout incentive.

This is a voluntary program. You are not required to elect to accept incentives in order to accept your fee.

fee.

This is a voluntary program. You are not required to elect to accept incentive in order to accept your buyout offer. If you would like to participate in the incentive awards, please select the incentives that you would like to apply for (Initial as many as apply).

N/A Relocation Assistance

N/A Down Payment Assistance

Buyout Incentives

I do not wish to participate in the incentive program

I/We have read the foregoing and affirm that we elect to participate in the incentive program for the incentives initialed above. I/We understand the aforementioned requirements for the incentives and will work with Jefferson County to furnish the required documentation.

(Homeowner 1 Name) Date _____

(Homeowner 1 Signature)

(Homeowner 2 Name) Date _____

Homeowner 2 Signature)

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PGY4 CHIRP Advance - Jefferson County LPPF

Luba Kubinski <luba@ahcv.com>

Wed 6/5/2024 3:19 PM

To: Rebekah Patin <Rebekah.Patin@jeffcotx.us>

Cc: Fran Lee <Fran.Lee@jeffcotx.us>; Colt Sullivan <colt@ahcv.com>; Justin Flores <justin@ahcv.com>; Zach Ervin <zervin@AHCv.com>; Corbin Pefanis <corbin@ahcv.com>

📎 1 attachments (27 KB)

CHIRP PGY4 Adv Allocation Summary - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Hello Rebekah,

As you know, the upcoming CHIRP PGY4 Advance IGT is taking place on **Monday, June 17th**. Accordingly, the hospitals participating within the Jefferson County LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

Jefferson SDA: \$11,794,437.29

HHSC requires this amount to be entered into TexNet no later than the close of business **6/17/2024 with a settlement date of 6/18/2024**. These funds will need to be placed in the "CHIRP" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheet and allocation form to HHSCPFDCHIRPPayments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Best regards,

Luba Kubinski

Financial Analyst

AHCV - Adelanto HealthCare Ventures L.L.C.

401 W. 15th Street, Suite 840

Austin, TX 78701

Direct: 512-508-9545

<https://ahcv.com/>

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>

Sent: Thursday, May 30, 2024 3:58 PM

Subject: Comprehensive Hospital Increase Reimbursement Program IGT Notification - First Half of Year 4 (SFY25)

CAUTION EXTERNAL EMAIL: This email originated from an external email address. Do not click links, open attachments, or share information unless you recognize the sender and know the content is safe.

Comprehensive Hospital Increase Reimbursement Program IGT Notification - First Half of Year 4 (SFY25)

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the Comprehensive Hospital Increase Reimbursement Program (CHIRP) for the first half of Year 4, State Fiscal Year 2025 (SFY25).

The IGT amounts can be found in column BH on the "CHIRP Payment Calc" tab of the [Suggested IGT file](#). This file has been updated as of today, May 30, 2024, and can be found under the "**Suggested IGT**" and "SFY 2025" headings on [the Provider Finance CHIRP website](#).

The IGT must be entered into TexNet no later than close of business on June 17, 2024, with a settlement date of June 18, 2024.

- This settlement date is non-negotiable.
- The funds must be placed in the "CHIRP" Bucket.

Please transfer funds through TexNet (instructions are available [on the Texas Comptroller's website](#)), and send an email with a screen shot or PDF of the confirmation/trace sheet to [the Provider Finance Department](#).

2024 Port Security Grant - Jefferson County

IJ	Description	Fed Share 75%	Local Share 25%	Total project	Source of match
	Emergency Operations Center/ Multi Agency				
IJ # 1	Coordination Center	\$ 2,085,937	\$ 695,313	\$ 2,781,250	General Fund
IJ # 2	5 - 29' SAFE Boat with options	2,118,750	706,250	2,825,000	Special Revenue Fund *
IJ # 3	Tactical Boat and Airport training course	28,875	9,625	38,500	Special Revenue Fund *
IJ # 4	Helicopter Asset training	18,750	6,250	25,000	Special Revenue Fund *
		\$ 4,252,312	\$ 1,417,438	\$ 5,669,750	

* Funding provided by Sabine Neches Navigation District

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION				Building Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.					
PART I - INVESTMENT HEADING					
1) ORGANIZATION NAME (Legal Name Listed On The SF-424): Jefferson County			2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: TEXAS		
3) TYPE OF ORGANIZATION: Public		4) CLASSIFICATION OF ORGANIZATION: Local Agency		5) CAPTAIN OF THE PORT ZONE: Port Arthur	
PART II - BASIC PROJECT INFORMATION					
6) PROJECT TITLE: Emergency Operations Center/Multi Agency Coordination Center		7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY): Port Security interoperability and enhancement of interagency operation center, for Jefferson County. The Jefferson County OEM has long needed a free standing, easily activated Emergency Operations Center (EOC) to function as a multagency command and coordination point during high impact emergencies and disasters			
8) HAS THIS PROJECT BEEN FUNDED BY PSPG OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS? Yes			9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED? 2021		
10) WHICH PROGRAM FUNDED THIS CAPABILITY? Port Security Grant			11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN: <small>Phase 1 of the EOC project, which was funded through the previous Port Security Grant, is almost complete. We have seen improvements in our ability to coordinate responses to emergencies and disasters, thanks to the upgraded technology implemented during phase 1. For phase 2, our focus is on further enhancing the capabilities of our EOC. Specifically, we plan to allocate the grant funds towards the following initiatives: Upgrading physical infrastructure by constructing or refurbishing command center facilities, equipment storage, and backup power systems to ensure operational continuity under all conditions. Infrastructure Enhancements: Technology Upgrades: Implementing state-of-the-art communication and information systems to improve real-time data sharing and coordination during emergencies. Training and Exercise Programs: Conducting specialized training exercises and simulation activities to ensure our personnel are well-prepared to handle a wide range of emergency scenarios.</small>		
12) PROJECT CATEGORY: Equipment		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT: New Capability		14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107? No	
16) FEDERAL SHARE: \$2,085,937		17) COST SHARE: \$695,313		18) TOTAL PROJECT COST: \$2,781,250	
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107					
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION? AREA MARITIME SECURITY PLAN: Yes		20) STATE AND LOCAL AGENCIES - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES? Yes		21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES? 41	
PART IV - ORGANIZATIONAL INFORMATION					
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE? Yes		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No		24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION? Yes	
25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? Yes		26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE: No			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED? No		28) STATE AND LOCAL AGENCIES - IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES? Yes			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION					
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT			30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT		
NAME: Jeff Branick		NAME: Robert J. Grimm			
ORGANIZATION: Jefferson County		ORGANIZATION: Jefferson County			
ADDRESS: 1149 Pearl St, Beaumont, TX 77701		ADDRESS: 1149 Pearl St, Beaumont, TX 77701			
PHONE: 409-835-8757		PHONE: 409-651-0360			
EMAIL: jeff.branick@jeffcotx.us		EMAIL: robert.grimm@jeffcotx.us			
PART VI - PHYSICAL LOCATION OF PROJECT					
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:			32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:		
Street Address: 1295 Orleans St		The transformation of 1295 Orleans St, Beaumont TX from an old service center into the new Emergency Operations Center (EOC) and Multi Agency Coordination Center (MACC) involves construction of a new facility or comprehensive renovation and repurposing effort aimed at enhancing emergency management capabilities in Jefferson County.			
City: Beaumont					
State: Texas Zip: 77701					
LATITUDE & LONGITUDE: 30.07705, -94.09319					
STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES					
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES. JCOEM operates a full-time Emergency Management Office. The Jefferson County Emergency Management Office is a full service agency, that responds to any high impact disaster or emergency. We actively participate in the Area Maritime Security Committee (AMSC) and the Southeast Texas Waterway Advisory Council (SETWAC). Jefferson County OEM is listed in the Area Maritime Security Plan prepared by the United States Coast Guard-Marine Safety Unit, Port Arthur, Texas. The Jefferson County OEM has, in place, a Memorandum of Understanding (MOU) with the United States Coast Guard that allows our staff to support the marine safety zones authorized by the Captain of the Port, Port Arthur, Texas. JCOEM conducts, disaster planning and mitigation assessment with the primary focus on refineries, pipelines, ports, MTSA regulated facilities, and strategic petroleum reserve sites. This working relationships with the Captain of the Port allows for local, State and Federal agencies to maintain a common operating picture during a disaster or emergency. Improving information sharing and port security operations that involves Emergency Operational Centers-command center will bring together the intelligence and operational efforts of various federal and nonfederal participants. This center will provide intelligence information and real-time operational data from sensors, radars, and cameras at one location to federal and nonfederal participants 24 hours a day. This Emergency Operational Center will represent an effort to improve awareness of incoming vessels, port facilities, and port operations. In general, this center will allow for a joint operations by federal and nonfederal law enforcement officials. This center will have command and control capabilities that can be used to communicate information to vessels, aircraft, and other vehicles and stations involved in port security operations.					
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS					
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES. JCOEM coordinates with U.S. Coast Guard, MSU Port Arthur, the Port of Beaumont, Texas and has oversight of the 41 MTSA regulated facilities in Jefferson County. Jefferson County currently has an Mutual Aid Agreement through the Sabine Neches Chief's Association that provides support to all 41 MTSA facilities. JCOEM conducts training on disaster/emergency response with all MTSA facilities, critical infrastructure, exposed pipelines and Strategic Petroleum Reserve-Big Hill, supporting national priority protecting soft targets/crowded areas and addressing emerging threats.					
PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES					

35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.

Jefferson County OEM has identified the following issues as important factors to consider in any expansion of the Jefferson County EOC: (1) purpose and mission this EOC could serve a variety of overall purposes, as well as support a wide number of specific missions; (2) leadership and organization this EOC will provide to several potential departments or agencies and be organized in a variety of ways; that are not currently being utilized in Jefferson County (3) The EOC could vary in its term of federal, state, local, or private sector participants and their level of involvement; (4) The EOC would be able to deploy a variety of technologies in terms of networks, computers, communications, sensors, and databases; that again are not currently deployed in one central location in Jefferson County.

PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radars, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.

Construction/Refurbish EOC with associated equipment and furnishings.

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSURES/MITIGATES.

With the additional vital infrastructure expansions that are ongoing in the Beaumont and Port Arthur Port Region, there is an evident increased importance for the region to also expand the resources needed to manage a major disruption in the local petrochemical and refining industry. This project addresses a shortfall in information sharing identified in the Regional CIKR Risk Reduction Plan. Previous plans may have highlighted challenges related to slow response times due to fragmented response structures or lack of centralized coordination. The upgraded EOC/MACC enables faster response times by facilitating rapid decision-making, resource allocation, and coordinated actions across multiple agencies, addressing the vulnerability of delayed responses. This facility would be the only true multi-jurisdictional command center in Jefferson County.

39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

- THE FOLLOWING MUST BE INCLUDED:
- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
 - EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
 - IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

The proposed investment in the Jefferson County Emergency Operations Center (EOC) and Multi Agency Coordination Center (MACC) aims to enhance the protection of soft targets and crowded places within the port area. This investment is aligned with the priorities of the Captain of the Port and will contribute to achieving a more secure and resilient port environment. New construction or refurbishing the current Jefferson County Service Center, to serve as both the Emergency Operations Center (EOC) and Multi Agency Coordination Center (MACC) is a significant step towards enhancing emergency management capabilities and coordination in Jefferson County. This project will provide a centralized and efficient facility for coordinating response efforts, managing resources, and facilitating communication during emergencies and disaster situations. Multiple devastating natural disasters have struck Jefferson County and all jurisdictions within the MSU Port Arthur USCG region in recent years. Federal grant funding assistance is needed to support the critical need for a multi-agency EOC located in Jefferson County. This EOC is needed to support emergency response for nationally critical infrastructure, such as industrial facilities like ExxonMobil, Arkema, Total, Motiva, Huntsman, Big Hill SNS, etc, and for the Port of Beaumont. The collaborative effort between industry, the Port of Beaumont, and the regional jurisdictions responsible for the oversight of the 41 MTSA regulated facilities it not only significantly expands the capabilities for regional response to industry, but also improves safety in response and operation while decreasing response times. Coordinating efforts and communications are essential for every phase, from prevention (layered security and perimeter checks), to protection (investigation/notification of suspicious incidents/situations), to response, and definitely during recovery. In the event of a waterside attack or terrorist threat, the USCG and the Port of Beaumont rely on Jefferson County response assets for primary tactical and fire response. JCOEM will be the lead agency in coordinating with all other response agencies in the region.

PART X - NATIONAL PRIORITIES

40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are Identified in the NOFO):

Program Priority 2

41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

The priority of this EOC is to enhance the regional command and control facilities at 1295 Orleans St, Beaumont, Texas 77701. This will provide regional coordination work space, protection for command and control work center and staff, sheltering for first responders and emergency management, so continuity of operations and government can be maintained. The facility will be the primary center for coordination of all law enforcement response operations, and disaster recovery coordination of regional joint information, joint regional public health, and multi-jurisdictional disaster response. Communities in Jefferson County have experienced a diverse range of threats, hazards, and events. The size, frequency, complexity, and scope of these incidents vary, but all involve an array of personnel and organizations coordinating efforts to save lives, stabilize the incident, and protect property and the environment. Every day, jurisdictions in Jefferson County work together to share resources, integrate tactics, and act collaboratively to provide the most up to date information to the public. This is a new capability for Jefferson County that will allow all Local, State, and Federal Jurisdiction to work together to reduce Risk and increase Protection measures for the MSU Port Arthur.

PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

- THE FOLLOWING MUST BE INCLUDED:
- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
 - MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
 - ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1. Project Preparation and Submission	5/7/2024	5/31/2024	3%
2. Project Approval and Funding	09/01/2024	09/01/2024	2%
3. Project Planning (Architecture, Engineering & Technology)	11/30/2024	04/01/2025	10%
4. Design Approval	05/01/2025	06/20/2025	2%
5. Vendor Contracting	07/01/2025	08/01/2025	3%
6. Construction	09/01/2025	06/01/2027	70%
7. Installation of Technology and Furnishings	01/01/2027	04/01/2027	8%
8. Completion and Acceptance		06/15/2027	2%
9.			
10.			
Total Percentage of Project			100%

Select here to Proceed to Budget 1

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$.00	\$.00	\$.00
4. Architectural and engineering fees	\$ 240,625.00	\$.00	\$ 240,625.00
5. Other architectural and engineering fees	\$.00	\$.00	\$.00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$ 216,562.00	\$.00	\$ 216,562.00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$ 1,949,063.00	\$.00	\$ 1,949,063.00
10. Equipment	\$ 375,000.00	\$.00	\$ 375,000.00
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$ 2,781,250.00	\$ 0.00	\$ 2,781,250.00
13. Contingencies	\$.00	\$.00	\$.00
14. SUBTOTAL	\$ 2,781,250.00	\$ 0.00	\$ 2,781,250.00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 2,781,250.00	\$.00	\$ 2,781,250.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X <u>75.00</u> %		\$ 2,225,000

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION				Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.					
PART I: INVESTMENT HEADING					
1) ORGANIZATION NAME (Legal Name Listed On The SF-424): JEFFERSON COUNTY SHERIFF'S OFFICE			2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED: TEXAS		
3) TYPE OF ORGANIZATION: Public		4) CLASSIFICATION OF ORGANIZATION: Local Agency		5) CAPTAIN OF THE PORT ZONE: Port Arthur	
PART II: BASIC PROJECT INFORMATION					
6) PROJECT TITLE: SAFEBOATS		7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY): 5 EA. 29 FOOT PATROL SAFEBOATS			
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS? NO					
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED? NA		10) WHICH PROGRAM FUNDED THIS CAPABILITY? NA			
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN: NA					
12) PROJECT CATEGORY: Equipment		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT: Maintenance/Sustainment			
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?					
15) IF YES, IDENTIFY COST SHARE EXEMPTION					
16) FEDERAL SHARE: \$2,118,750		17) COST SHARE: \$706,250		18) TOTAL PROJECT COST: \$2,825,000	
PART III: ELIGIBILITY INFORMATION					
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107					
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION? AREA MARITIME SECURITY PLAN:		Yes		FACILITY SECURITY PLAN: Yes	
20) STATE AND LOCAL AGENCIES – IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES? Yes					
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES? 48					
PART IV: ORGANIZATIONAL INFORMATION					
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE? YES		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? NO			
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION? YES		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? YES			
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE: NA					
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED? NO					
28) STATE AND LOCAL AGENCIES – IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES? YES					
PART V: POINT(S) OF CONTACT FOR ORGANIZATION					
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT			30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT		
NAME: JEFF R. BRANICK			NAME: DONTA MILLER		
ORGANIZATION: Jefferson County, Texas			ORGANIZATION: Jefferson County, Texas		
ADDRESS: 1149 Pearl 4th Floor Beaumont, Texas 77701			ADDRESS: 1001 Pearl Beaumont, Texas 77701		
PHONE: 409-835-8466			PHONE: 409-835-8411		
EMAIL: jeff.branick@jeffcotx.us			EMAIL: donta.miller@jeffcotx.us		
PART VI: PHYSICAL LOCATION OF PROJECT					
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION: Street Address: 1001 PEARL City: BEAUMONT State: TX Zip: 77701 LATITUDE & LONGITUDE: 30.079607/-94.093800			32) BRIEF DESCRIPTION OF THE PROJECT LOCATION: The Jefferson County Sheriff's Office (JCSO) main location is 1001 Pearl in Beaumont Texas. The JCSO jurisdiction encompasses all of Jefferson County, Texas including portions of the Sabine Neches Waterway and Inland marsh lands, within the boundaries of Jefferson County.		
STATE AND LOCAL AGENCIES ONLY – ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES					
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES. The Jefferson County Sheriff's Office is a full service Law Enforcement agency with jurisdictional responsibility for refineries, LNG terminals, pipelines, 48 MTSA regulated facilities, DOE Strategic Petroleum Reserve at Big Hill, the Port of Beaumont (a military outload port) and additional critical infrastructure on the Sabine-Neches waterway and Inland marsh areas. Many of these critical infrastructures and pipelines are surrounded and are occupied in and by these Inland marsh areas with little if any traditional access to critical and vulnerable areas of the structures or pipelines. Jefferson County Marine Division and Aviation Unit are the primary response elements for detection, disruption and response to potential and active threats within the jurisdiction, including the Sabine-Neches waterway and inland marsh areas. JCSO Marine Division is a tactical, waterborne response team tasked with 24/7 marine patrol, security zone missions and MARSEC level compliance duties. JCSO Aviation Unit is tasked with supporting the JCSO Marine Unit in waterway security missions by providing aerial overwatch to the missions. JCSO actively participates in the Area Maritime Security Committee (AMSC), and the Southeast Texas Waterway Advisory Council (SETWAC) Facility Security Officer Meetings and Regional Intel Group (RIG). JCSO is listed as an integral component in the Area Maritime Security Plan mitigating threats within their area of operation (AOR) prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas. "					
PART VII: MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS					
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES. JCSO has, in place, a Memorandum of Understanding, (MOU) with the United States Coast Guard enabling JCSO Marine Division to enforce marine safety zones and security zones authorized by the Captain of the Port, Port Arthur, Texas. JCSO Marine and Aviation Units coordinate with the USCG, to provide operational helicopter overwatch and security missions for inbound/outbound Military cargo movements, in addition to weekly operational flights in support of the waterway security mission. Both the Marine Division and Aviation Unit prioritize threat screening, search, detection, interdiction and disruption to potential threats to refineries, pipelines and vessel traffic on the third largest tonnage waterway in the United States. The Marine Division and Aviation Unit are written into the Southeast Texas Regional response plan as a critical component for prevention of and response to potential threats, including complex coordinated terrorist attack(s) on the Sabine-Neches waterway, Intercoastal Waterway and Gulf of Mexico jurisdictional boundaries. The Marine Division and Aviation Units participate in training evolutions at MTSA regulated facilities and critical infrastructure on the waterway. Training scenarios are designed to coordinate and maintain tactical response readiness levels reactive to armed threats.					

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.

Reduction of force and reassignment of USCG small boat assets transitioned JCSO Marine Unit mission responsibilities from support to first line waterway security operations, per MOU with USCG Captain of the Port, Port Arthur, Texas. Jefferson County Sheriff's full time Marine and Aviation Units responds to and prioritizes threat screening, search, detection, interdiction and disruption to potential threats to 48 MTSA facilities, Strategic Petroleum Reserve-Big Hill, active exposed pipelines in remote areas and additional critical infrastructure in Jefferson County and on the Sabine-Neches waterway. JCSO Marine and Aviation supports USCG small boat escorts of military outload operations from the Ports of Beaumont, Texas and Port Arthur, Texas. JCSO Marine and Aviation Units are an integral component in Sabine-Neches waterway interdiction operations. With the current asset available to Jefferson County Sheriff's Marine Unit's Fleet are aged and in dire need of replacement. The Jefferson County Sheriff's Marine Unit's Fleet is sixteen and seventeen years old respectively and shows signs of the wear and weakening of the years of service resulting in inadequate capabilities to accomplish required missions. The Sheriff's Office's Marine Fleet is no longer safe for critical operations required by the mission. With the current assets available, maintenance and repairs are an ever growing cost to maintain operations. With the aging Fleet, the Sheriff's Marine Unit does not have 100% capabilities to respond as needed. Vessels are in long term repair and some parts are not available. Areas of the mission left unpatrolled may leave the critical infrastructures at risk.

PART IX - INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.

5 ea. 29 foot Patrol SAFEBOATS

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:

Current in use -5ea. 29' SAFEBoats, 2ea. 23' SAFE Boats, 2 ea. 16' Rescue Boats, 1ea. 18' GatorTail Rescue Boat, 2 ea. 18' Airboats

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSES/MITIGATES.

The new Sheriff's Marine Patrol SAFEBOATS will continue to allow the Jefferson County Sheriff's Marine Unit to provide rapid response to mitigate high risk areas within the areas of operation. This response capability is for the prevention and responding to secure incidents and threats on waterways, inland marsh areas and non traditional areas of risk. This replacement equipment along with other previously granted assets will allow for operational readiness to enhancing the protection of high risk targets, mitigate threat levels and provide safety in areas that currently are vulnerable with limited or no traditional roadway access or water accessibility including low water and no water areas of required patrol that are susceptible to threat.

39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:

- DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
- EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
- IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

Jefferson County Sheriff's Office Marine Division provides visible proactive operations that screen and enhance the protection of high risk targets, search and detect potential threats to vessel traffic and critical infrastructure on the Sabine-Neches waterway, the Intercoastal waterway, inland marsh areas and 30 miles of the Gulf of Mexico from Sabine Pass, Texas to High Island, Texas. JCSO Marine Unit, per MOU with U.S. Coast Guard Captain of the Port, Port Arthur, Texas shares intelligence and operationally coordinates with the U.S. Coast Guard and Homeland Security on waterway missions to mitigate and react to threats and potential criminal activity. JCSO Marine Unit's 24/7 operational mission provides prevention, detection, tactical response and recovery capabilities to potential acts of aggression (i.e. terrorism) that would have catastrophic consequence to the population, National and World Economy, and Critical Infrastructures. Jefferson County Sheriff's Marine Unit currently has outdated assets at the end of life and use expectancy. These assets are in need of replacement to mitigate potential threats to infrastructures along the waterway within the AOR. These SAFEBOATS will serve as a force multipliers to replace existing aged assets to respond via waterway with current Airboat and Aircraft operations, this allowing tactical teams respond to the potential threat or threatened areas and infrastructures as needed.

PART X - NATIONAL PRIORITIES

40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are Identified in the NOFO):

Program Priority 5

41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

Project is in compliance with Priority 5 "Equipment and Capital Projects with a core capability of physical protective measures to maintain and sustain the current PSGP assets. These Airboats will include standard airboat equipment with enhanced weapons storage, navigation capabilities, emergency equipment lighting, and trailers. JCSO will maintain and sustain the highest operational level of Airboats, allowing for operational readiness and safety. JCSO will conduct Airboat training operations for Ready-React-Respond capabilities for high risk target areas enhancing the protection of such targets. JCSO Marine Unit's 24/7 operational mission provides prevention, detection, tactical response and recovery capabilities to potential acts of aggression (i.e. terrorism) that would have catastrophic consequence to both population and infrastructure and world economy.

PART XI - IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:

- MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
- MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
- ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1. Order Equipment	11/01/2024	12/01/2025	50%
2. Delivery of Equipment	12/15/2025	12/15/2025	50%
3.			
4.			

5.				
6.				
7.				
8.				
9.				
10.				
			Total Percentage of Project	100%

[Click To Proceed to Budget 1](#)

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION				Security Information OMB Control Number 1560-0114 Expiration: 11/30/2023
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.				
PART I - INVESTMENT HEADING				
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):			2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:	
JEFFERSON COUNTY TEXAS			TEXAS	
3) TYPE OF ORGANIZATION:		4) CLASSIFICATION OF ORGANIZATION:	5) CAPTAIN OF THE PORT ZONE:	
Public		Local Agency	Port Arthur	
PART II - BASIC PROJECT INFORMATION				
6) PROJECT TITLE: TACTICAL BOAT AND AIRBOAT OPERATORS TRAINING COURSE				
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY): TACTICAL BOAT OPERATORS AND AIRBOAT TRAINING COURSE designed to train boat operators for tactical operations of vessels.				
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS? No				
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		NA	10) WHICH PROGRAM FUNDED THIS CAPABILITY?	NA
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN: NA				
12) PROJECT CATEGORY:		TRAINING	13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT:	Maintenance/Sustainment
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?				
15) IF YES, IDENTIFY COST SHARE EXEMPTION				
16) FEDERAL SHARE:		\$ 37,500	17) COST SHARE:	18) TOTAL PROJECT COST: \$38,500
PART III - ELIGIBILITY INFORMATION PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107				
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:	YES	FACILITY SECURITY PLAN: Yes
20) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?				
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?				
PART IV - ORGANIZATIONAL INFORMATION				
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes	23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		YES	25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? YES	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:		NA		
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED? NO				
28) STATE AND LOCAL AGENCIES -- IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES? YES				
PART V - POINT(S) OF CONTACT FOR ORGANIZATION				
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT			30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT	
NAME: JEFF R. BRANICK			NAME: DONTA MILLER	
ORGANIZATION: Jefferson County, Texas			ORGANIZATION: Jefferson County, Texas	
ADDRESS: 1149 Pearl 4th Floor Beaumont, Texas 77701			ADDRESS: 1001 Pearl Beaumont, Texas 77701	
PHONE: 409-835-8466			PHONE: 409-835-8411	
EMAIL: jeff.branick@jeffcotx.us			EMAIL: donta.miller@jeffcotx.us	
PART VI - PHYSICAL LOCATION OF PROJECT				
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:			32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:	
Street: 1001 PEARL			The Jefferson County Sheriff's Office (JCSO) main location is 1001 Pearl in Beaumont Texas. The JCSO jurisdiction encompasses all of Jefferson County, Texas including portions of the Sabine Neches Waterway within the boundaries of Jefferson County.	
Address:				
City: BEAUMONT				
State: TX Zip: 77701				
LATITUDE & LONGITUDE: 30.079607-94.093800				
STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES				
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.				
The Jefferson County Sheriff's Office is a full service law enforcement agency with jurisdictional responsibility for refineries, LNG terminals, pipelines, 48 MTSA regulated facilities, DOE Strategic Petroleum Reserve at Big Hill, the Port of Beaumont (a military outload port) and additional critical infrastructure on the Sabine-Neches waterway and inland marsh areas. Many of these critical infrastructures and pipelines are surrounded and are occupied in and by these inland marsh areas with little if any traditional access to critical and vulnerable areas of the structures or pipelines. Jefferson County Marine Division and Aviation Unit are the primary response elements for detection, disruption and response to potential and active threats within the jurisdiction, including the Sabine-Neches waterway and inland marsh areas. JCSO Marine Division is a tactical, waterborne response team tasked with 24/7 marine patrol, security zone missions and MARSEC level compliance duties. JCSO Aviation Unit is tasked with supporting the JCSO Marine Unit in waterway security missions by providing aerial overwatch to the missions. JCSO actively participates in the Area Maritime Security Committee (AMSC), and the Southeast Texas Waterway Advisory Council (SETWAC) and Regional Intel Group (RIG). JCSO is listed as an integral component in the Area Maritime Security Plan mitigating threats within their area of operation prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas.				
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS				
34) IF YOUR ORGANIZATION PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.				
JCSO has, in place, a Memorandum of Understanding, (MOU) with the United States Coast Guard enabling JCSO Marine Division to enforce marine safety zones authorized by the Captain of the Port, Port Arthur, Texas. JCSO Aviation Unit coordinates, with the USCG, operational helicopter overwatch security missions for inbound/outbound Military cargo movements, in addition to weekly operational flights in support of the waterway security mission. Both the Marine Division and Aviation Unit prioritize threat screening, search, detection, interdiction and disruption to potential threats to refineries, pipelines and vessel traffic on the third largest tonnage waterway in the United States. The Marine Division and Aviation Unit are written into the Southeast Texas Regional response plan as a critical component for prevention of and response to potential threats, including complex coordinated terrorist attack(s) on the Sabine-Neches waterway, Intercoastal Waterway and Gulf of Mexico jurisdictional boundaries. The Marine Division and Aviation Unit participate in training evolutions at MTSA regulated facilities and critical infrastructure on the waterway. Training scenarios are designed to coordinate and maintain tactical response readiness levels reactive to armed threats.				

PART VIII - ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES	
<p>35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.</p> <p>"Reduction of force and reassignment of USCG small boat assets transitioned JCISO Marine Unit mission responsibilities from support to first line waterway security operations, per MOU with USCG Captain of the Port, Port Arthur, Texas. Jefferson County Sheriff's full time Aviation Unit responds to and prioritizes threat screening, search, detection, interdiction and disruption to potential threats to 48 MTSA facilities, Strategic Petroleum Reserve-Big Hill, active exposed pipelines and additional critical infrastructure in Jefferson County and on the Sabine-Neches waterway. The Marine Unit and Aviation Unit have expanded their operation with personnel and assets from previously grants to counter and act as an additional force multiplier for area security operations.</p> <p>JCISO Aviation coordinates with U.S. Coast Guard, MSU Port Arthur, helicopter overwatch escort support for Military cargo vessels transiting inbound and outbound to both the Port of Beaumont, Texas and the Port of Port Arthur, Texas. JCISO Marine conducts and provides escorts for an increased average of over 800 (LNG) Liquid Natural Gas vessels inbound and outbound annually along the Neches and Sabine Waterway. Waterway Patrol capabilities are within the AOR and are available 24/7. The current and active Cheniere LNG along with the expansion of the LNG Golden Pass Facilities are scheduled to be online soon with an additional outlook of the PALNG Facility currently under construction. JCISO Aviation conducts weekly helicopter security flights of the AOR, focusing on MTSA facilities, critical infrastructure, exposed pipelines and Strategic Petroleum Reserve-Big Hill, supporting national priority protecting soft targets/crowded areas and addressing emerging threats." JCISO Marine conducts daily operation security patrols of the AOR, focusing on MTSA facilities, critical infrastructure, and Strategic Petroleum Reserve-Big Hill, supporting national priority protecting soft targets and addressing emerging threats."</p>	
PART IX - INVESTMENT JUSTIFICATION ABSTRACT	
<p>36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radars, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.</p>	<p>NASBLA - Tactical Boat Officers Training Course</p>
<p>37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST:</p>	<p>On-Scene Security, Threat Assessment, Protection, Law Enforcement, Arrest Authority.</p>
<p>38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSSES/MITIGATES.</p> <p>The listed training is training considered to be necessary to maintain tactical vessel operators safety as well as a high level of skill level necessary to operated high speed vessels under high risk / life threatening conditions. This training is the recognized national standard in tactical boat operations and is necessary for maintaining standards for operators.</p>	
<p>39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.</p> <p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> • DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES • EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA • IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED. <p>Jefferson County Marine Unit is listed as an integral component in the Area Maritime Security Plan prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas. JCISO has, in place, an MOU with U.S. Coast Guard authorized by the Captain of the Port, Port Arthur, Texas.</p> <p>JCISO Marine Unit coordinates with USCG, Port Arthur, Texas, waterway support missions for water way threats, events, emergencies, and escorts. This course will enhance the capabilities of the Marine Unit Tactical Operators with the necessary skill level to search, detect, interdict, disrupt and respond to potential threat level along the waterways.</p> <p>NASBLA Tactical Operators Refresher Course offers and focuses on the skills and knowledge necessary to operate a law enforcement vessel at high speed day and night in various sea conditions to stop and board a non-compliant vessel. The training will be conducted in accordance with the U.S. Coast Guard's Boat Operations and Training Manual. With past NASBLA training conducted at our facility, this course offers officers an added tactical asset to its existing force to respond to potential threats along the waterway while providing security patrols and escorts for LNG and MOL operations.</p>	
PART X - NATIONAL PRIORITIES	
<p>40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are Identified in the NOFO):</p>	<p>Program Priority 4</p>
<p>41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.</p> <p>Project is in compliance with Priority 4 " Training and Awareness campaigns (FY2024) protective measures to enhance operations and sustain the current PSGP assets. Jefferson County Marine Unit and Aviation unit is listed as an integral component in the Area Maritime Security Plan prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas and has in place, an MOU with the U.S. Coast Guard authorized by the Captain of the Port, Port Arthur, Texas. JCISO Marine Unit operates 24/7 and performs daily patrols making daily threat assessments along the waterways and AOR of Jefferson County.</p>	
PART XI - IMPLEMENTATION PLAN	
<p>42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.</p> <p>THE FOLLOWING MUST BE INCLUDED:</p> <ul style="list-style-type: none"> • MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT • MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION) • ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%) 	

	Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1.	TRAINING EVENT BEGINS 5 DAYS	04/2025	04/2025	100%
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
			Total Percentage of Project	100%

[Click To Proceed to Budget 2](#)

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY PORT SECURITY GRANT PROGRAM INVESTMENT JUSTIFICATION				Sensitive Security Information OMB Control Number 1660-0114 Expiration: 11/30/2023	
Warning: Please follow the Notice of Funding Opportunity Guidance and Preparedness Grants Manual while completing this form.					
PART I - INVESTMENT HEADING					
1) ORGANIZATION NAME (Legal Name Listed On The SF-424):			2) STATE OR TERRITORY IN WHICH THE PROJECT WILL BE IMPLEMENTED:		
3) TYPE OF ORGANIZATION:			4) CLASSIFICATION OF ORGANIZATION:		5) CAPTAIN OF THE PORT ZONE:
PART II - BASIC PROJECT INFORMATION					
6) PROJECT TITLE:		HELICOPTER ASSETT TRAINING			
7) PROJECT DESCRIPTION (SERVICE(S)/EQUIPMENT SUMMARY):		Areal Overwatch and Threat Assessment - Enforcement of Security Zone and Recurrent Helicopter Training			
8) HAS THIS PROJECT BEEN FUNDED BY PSGP OR ANOTHER FEDERAL ASSISTANCE PROGRAM IN THE LAST 3 YEARS?		NA		NO	
9) IF SO, WHEN WAS THE LAST TIME IT WAS FUNDED?		NA		10) WHICH PROGRAM FUNDED THIS CAPABILITY? NA	
11) PROVIDE JUSTIFICATION THAT SUPPORTS FUNDING THIS PROJECT AGAIN:		NA			
12) PROJECT CATEGORY:		Training		13) NEW CAPABILITY OR MAINTENANCE/SUSTAINMENT: Maintenance/Sustainment	
14) IS THIS PROJECT EXEMPT FROM THE REQUIRED COST SHARE OUTLINED IN 46 U.S.C. 70107?					
15) IF YES, IDENTIFY COST SHARE EXEMPTION					
16) FEDERAL SHARE:		\$25,000		17) COST SHARE: \$0	
				18) TOTAL PROJECT COST: \$25,000	
PART III - ELIGIBILITY INFORMATION					
PLEASE REVIEW THE NOTICE OF FUNDING OPPORTUNITY AND 46 U.S.C. 70107					
19) WHICH PLAN(S) APPLIES TO YOUR ORGANIZATION?		AREA MARITIME SECURITY PLAN:		Yes	
20) STATE AND LOCAL AGENCIES - IS YOUR AGENCY REQUIRED TO PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES?		Yes			
21) IF YES, HOW MANY MTSA REGULATED FACILITIES IS YOUR ORGANIZATION REQUIRED TO PROVIDE SERVICES?					
PART IV - ORGANIZATIONAL INFORMATION					
22) IS YOUR ORGANIZATION AN ACTIVE PARTICIPANT OF AN AREA MARITIME SECURITY COMMITTEE?		Yes		23) IS THIS APPLICATION ON BEHALF OF ANOTHER ENTITY OR SUBMITTED AS A CONSORTIUM? No	
24) IS THE PROJECT SITE OWNED BY YOUR ORGANIZATION?		Yes		25) IS THE PROJECT SITE OPERATED BY YOUR ORGANIZATION? Yes	
26) IF THE PROJECT SITE IS NOT OWNED OR OPERATED BY YOUR ORGANIZATION, PLEASE EXPLAIN YOUR ORGANIZATION'S RELATION TO THE PROJECT SITE:		NA			
27) IS THE PROJECT SITE A FACILITY OR VESSEL THAT IS REGULATED UNDER THE MARITIME TRANSPORTATION SECURITY ACT OF 2002, AS AMENDED?		No			
28) STATE AND LOCAL AGENCIES - IS YOUR AGENCY THE PRIMARY RESPONDER TO MTSA REGULATED FACILITIES?		Yes			
PART V - POINT(S) OF CONTACT FOR ORGANIZATION					
29) SIGNATORY AUTHORITY FOR ENTERING INTO A GRANT AGREEMENT			30) AUTHORIZED REPRESENTATIVE FOR THE MANAGEMENT OF THE PROJECT		
NAME: JEFF R. BRANICK			NAME: DONTA MILLER		
ORGANIZATION: Jefferson County, Texas			ORGANIZATION: Jefferson County, Texas		
ADDRESS: 1149 Pearl 4th Floor Beaumont, Texas 77701			ADDRESS: 1001 Pearl Beaumont, Texas 77701		
PHONE: 409-835-8466			PHONE: 409-835-8411		
EMAIL: jeff.branick@jeffcotx.us			EMAIL: donta.miller@jeffcotx.us		
PART VI - PHYSICAL LOCATION OF PROJECT					
31) PHYSICAL ADDRESS OF THE PROJECT LOCATION:			32) BRIEF DESCRIPTION OF THE PROJECT LOCATION:		
Street: 1001 PEARL			The Jefferson County Sheriff's Office (JCSO) main location is 1001 Pearl in Beaumont Texas. The JCSO jurisdiction encompasses all of Jefferson County, Texas including portions of the Sabine Neches Waterway within the boundaries of Jefferson County.		
Address:					
City: BEAUMONT					
State: TX Zip: 77701					
LATITUDE & LONGITUDE: 30.079607/-94.093800					
STATE AND LOCAL AGENCIES ONLY - ROLE IN PROVIDING LAYERED PROTECTION OF MTSA REGULATED ENTITIES					
33) DESCRIBE YOUR ORGANIZATION'S SPECIFIC ROLES, RESPONSIBILITIES AND ACTIVITIES IN DELIVERING LAYERED PROTECTION, AND IDENTIFY THE FACILITIES TO WHICH YOUR AGENCY IS REQUIRED TO PROVIDE SECURITY SERVICES.					
<p>The Jefferson County Sheriff's Office is a full service law enforcement agency with jurisdictional responsibility for refineries, LNG terminals, pipelines, 48 MTSA regulated facilities, DOE Strategic Petroleum Reserve at Big Hill, the Port of Beaumont (a military outload port) and additional critical infrastructure on the Sabine-Neches waterway and inland marsh areas. Many of these critical infrastructures and pipelines are surrounded and are occupied in and by these inland marsh areas with little if any traditional access to critical and vulnerable areas of the structures or pipelines.</p> <p>Jefferson County Marine Division and Aviation Unit are the primary response elements for detection, disruption and response to potential and active threats within the jurisdiction, including the Sabine-Neches waterway and inland marsh areas. JCSO Marine Division is a tactical, waterborne response team tasked with 24/7 marine patrol, security zone missions and MARSEC level compliance duties. JCSO Aviation Unit is tasked with supporting the JCSO Marine Unit in waterway security missions by providing aerial overwatch to the missions. JCSO actively participates in the Area Maritime Security Committee (AMSC), and the Southeast Texas Waterway Advisory Council (SETWAC) and Regional Intel Group (RIG). JCSO is listed as an integral component in the Area Maritime Security Plan mitigating threats within their area of operation prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas.</p>					
PART VII MARITIME SECURITY MOU, MOA AND/OR MUTUAL AID AGREEMENTS					
34) IF YOUR AGENCY PROVIDES SECURITY SERVICES TO MTSA REGULATED FACILITIES, IDENTIFY AND DESCRIBE THE TYPE(S) OF AGREEMENT(S) THAT REQUIRES YOUR AGENCY TO DIRECTLY PROVIDE PORT SECURITY SERVICES TO MTSA REGULATED FACILITIES.					
<p>JCSO has, in place, a Memorandum of Understanding, (MOU) with the United States Coast Guard enabling JCSO Marine Division to enforce marine safety zones authorized by the Captain of the Port, Port Arthur, Texas. JCSO Aviation Unit coordinates, with the USCG, operational helicopter overwatch security missions for inbound/outbound Military cargo movements, in addition to weekly operational flights in support of the waterway security mission. Both the Marine Division and Aviation Unit prioritize threat screening, search, detection, interdiction and disruption to potential threats to refineries, pipelines and vessel traffic on the third largest tonnage waterway in the United States. The Marine Division and Aviation Unit are written into the Southeast Texas Regional response plan as a critical component for prevention of and response to potential threats, including complex coordinated terrorist attack(s) on the Sabine-Neches waterway, Intercoastal Waterway and Gulf of Mexico jurisdictional boundaries. The Marine Division and Aviation Unit participate in training evolutions at MTSA regulated facilities and critical infrastructure on the waterway. Training scenarios are designed to coordinate and maintain tactical response readiness levels reactive to armed threats.</p>					

PART VIII: ALL AGENCIES/ORGANIZATION - IMPORTANT FEATURES

35) DESCRIBE ANY OPERATIONAL ISSUES YOU DEEM IMPORTANT TO THE CONSIDERATION OF YOUR APPLICATION, SUCH AS LACKING OR INADEQUATE CAPABILITIES OR ASSETS WITHIN THE PORT AREA TO MITIGATE MARITIME SECURITY VULNERABILITIES BEING ADDRESSED BY THIS PROJECT.

"Reduction of force and reassignment of USCG small boat assets transitioned JCSO Marine Unit mission responsibilities from support to first line waterway security operations, per MOU with USCG Captain of the Port, Port Arthur, Texas. Jefferson County Sheriff's full time Aviation Unit responds to and prioritizes threat screening, search, detection, interdiction and disruption to potential threats to 49 MTSA facilities, Strategic Petroleum Reserve-Big Hill, active exposed pipelines and additional critical infrastructure in Jefferson County and on the Sabine-Neches waterway. The Marine Unit and Aviation Unit have expanded their operation with personnel and assets from previously grants to counter threatened areas and act as an additional force multiplier for area security operations.

JCSO Aviation coordinates with U.S. Coast Guard, MSU Port Arthur, helicopter patrol, overwatch escort / security zone support for Military cargo vessels transiting inbound and outbound to both the Port of Beaumont, Texas and the Port of Port Arthur, Texas. JCSO Marine conducts and provides escorts / security zones for an increased monthly average of over 800 (LNG) Liquid Natural Gas vessels inbound and outbound annually along the Neches and Sabine Waterway. The expansion of the LNG Cheniere and LNG Golden Pass as well as the PALNG Facility will add to the ariel patrol, escort and security zone requirements. JCSO Aviation conducts weekly helicopter security flights of the AOR, focusing on MTSA facilities, critical infrastructure, exposed pipelines and Strategic Petroleum Reserve-Big Hill, supporting national priority protecting soft targets/crowded areas and addressing emerging threats."

PART IX: INVESTMENT JUSTIFICATION ABSTRACT

36) WHAT ASSET(S) OR SERVICE(S) WOULD THIS PROJECT INVESTMENT FUND (i.e. vessels, radios, cameras, construction, service contracts, fencing etc.)? * For training requests, a course number and title are required.

Current and existing Helicopter Assett Operations

37) IDENTIFY SIMILAR ASSETS THAT ALREADY EXIST: On-Scene Security, Threat Assessment, Protection, Law Enforcement, Arrest Authority.

38) SPECIFY VULNERABILITIES IDENTIFIED WITHIN AN AREA MARITIME SECURITY PLAN, FACILITY SECURITY PLAN, VESSEL SECURITY PLAN, OR OTHER IDENTIFIED PLAN(S) THAT THIS PROJECT CLOSSES/MITIGATES.

Helicopter Pilot proficiency, sustanment and annual recurrency training is training considered essential and vitally necessary to maintain annual FAA Standards for pilot licensing, crew and ship safe operations, emergency procedures as well as high level pilot skill necessary to operate previously awarded equipment under high speed low altitude and high risk conditions. This training serves as a necessary training discipline to meet standards required of pilots operating daily observations, critical and tactical operations and security zone enforcement.

39) SUMMARIZE THE PROPOSED INVESTMENT JUSTIFICATION.

THE FOLLOWING MUST BE INCLUDED:
 • DESCRIBE HOW THIS INVESTMENT ADDRESSES THE CAPTAIN OF THE PORT'S PRIORITIES
 • EXPLAIN HOW THIS INVESTMENT WILL ACHIEVE A MORE SECURE AND RESILIENT PORT AREA
 • IF SIMILAR CAPABILITIES ALREADY EXIST, EXPLAIN WHY ADDITIONAL ASSETS/SERVICES ARE NEEDED.

"Jefferson County Marine Unit is listed as an Integral component in the Area Maritime Security Plan prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas. JCSO has, in place, an MOU with U.S. Coast Guard authorized by the Captain of the Port, Port Arthur, Texas. Jefferson County Sheriff's Aviation coordinates with the Jefferson County Marine Unit as well as the U.S. Coast Guard, MSU Port Arthur, Station Sabine Pass providing helicopter overwatch escort support for Military cargo vessels and LNG vessels transiting inbound and outbound to both the Port of Beaumont, Texas and the Port of Port Arthur, Texas and LNG Facilities along the Sabine-Neches Waterway as well as serving as a Rapid Response Aircraft for preventing or responding to security incidents on waterways, especially in and around airports, shipping terminals and ships within the waterway. JCSO Aviation provides overwatch along all aspects of the Sabine-Neches Waterway, including refineries, LNG terminals, pipelines, 48 MTSA regulated facilities, DOE Strategic Petroleum Reserve at Big Hill, Bil Hill Water Intake both daytime and nighttime. The JCSO Unit currently operates with five (4) pilots. This course will enhance the capabilities of the Aviation Unit Pilots by providing necessary skill levels to search, detect, interdict, disrupt and respond to potential threat level along the waterways as well as serve as Initial flight training and recurrent flight training for Pilots. The JCSO Bell 407 helicopter is a previous port security grant award and has installed equipment within by previous grant awarded equipment. This course offers annual recurrent training skills and knowledge necessary to operate the Bell 407 in high stress low altitude, waterborne situations, rapid response, day and night in various conditions to assist Marine Unit Operations to stop and board a non-compliant vessel and provide ariel support during Port Side Security, Enforcement of Security Zones and Safety Operations. The training will be conducted in accordance with the FAA Standards for Rotorcraft Operations Training Manuals. With past Pilot and Aeronical training conducted at our facility along the Sabine-Neches Waterway, this course offers Pilots an added tactical asset to its existing force to respond to potential threats along the waterway while providing security patrols and escorts for LNG Plant, strategic facilities and MOL operations."

PART X: NATIONAL PRIORITIES

40) IDENTIFY ONE PROGRAM PRIORITY THIS INVESTMENT MOST CLOSELY SUPPORTS (Program Priorities are Identified in the NOFO): Program Priority 4

41) DESCRIBE HOW, AND THE EXTENT THIS INVESTMENT JUSTIFICATION MEETS ONE OR MORE OF THE NATIONAL PRIORITIES.

Project is in compliance with Priority 4 "Training and Awareness campaigns (FY2024) protective measures to enhance operations and sustain the current PSGP assets. Jefferson County Marine Unit and Aviation unit is listed as an Integral component in the Area Maritime Security Plan prepared by the United States Coast Guard Marine Safety Unit, Port Arthur, Texas and has in place, an MOU with the U.S. Coast Guard authorized by the Captain of the Port, Port Arthur, Texas. JCSO Marine Unit operates 24/7 and performs daily patrols and makes daily threat assessments along the waterways of Jefferson County. JCSO Aviation Unit operates a daily schedule with Pilots responding on call when necessary. JCSO Aviation conducts overwatch flights of critical infrastructure in support of the waterway security mission, in the Bell 407 helicopter, in addition to providing ariel support for both JCSO Marine Unit and U.S. Coast Guard waterway operations. Equipment in the Bell 407 helicopter includes a previously granted equipment with an upgraded Navigation/GPS/Communications and FLIR unit as well as upgraded night vision white phosphorus NVG goggles to maintain and sustain high operational standards. This training will serve as Initial, continued, recurrent training for security zone enforcement training for Pilots while meeting FAA Standards.

PART XI: IMPLEMENTATION PLAN

42) PROVIDE A HIGH-LEVEL TIMELINE OF MILESTONES FOR THE IMPLEMENTATION OF THIS INVESTMENT, SUCH AS PLANNING, TRAINING, EXERCISES, AND MAJOR ACQUISITIONS OR PURCHASES. UP TO 10 MILESTONES MAY BE SUBMITTED.

THE FOLLOWING MUST BE INCLUDED:
 • MAJOR MILESTONES OR RELEVANT INFORMATION THAT IS CRITICAL TO THE SUCCESS OF THE INVESTMENT
 • MAJOR TASKS THAT WILL NEED TO OCCUR (E.G. DESIGN AND DEVELOPMENT, CONTRACTUAL AGREEMENTS, PROCUREMENT, DELIVERY, INSTALLATION AND PROJECT COMPLETION)
 • ESTIMATED PERCENTAGE FOR EACH MILESTONE BASED ON COMPLEXITY AND SIGNIFICANCE (MILESTONES MUST COLLECTIVELY EQUAL 100%)

Milestones	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Percentage of Project
1. TRAINING BEGINS	02/2025	03/2025	100%
2.			
3.			
4.			
5.			

6.				
7.				
8.				
9.				
10.				
Total Percentage of Project				100%

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NAME	AMOUNT	CHECK NO. ³⁴⁰	TOTAL
JURY FUND			
DAWN DONUTS	43.50	518236	
CHAPMAN VENDING	206.25	518268	249.75**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	66.71	518134	
ACE IMAGEWEAR	131.02	518149	
WAUKESHA-PEARCE INDUSTRIES LLC	7,069.82	518240	
BEARCOM / KAY ELECTRONICS	69.00	518254	
ODP BUSINESS SOLUTIONS, LLC	50.58	518276	
AMAZON CAPITAL SERVICES	298.21	518280	7,685.34**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	93.29	518110	
ENTERGY	25.56	518125	
THE MUFFLER SHOP	49.00	518138	
SETZER HARDWARE, INC.	34.71	518148	
ACE IMAGEWEAR	19.92	518149	
PRO CHEM INC	403.28	518220	625.76**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	234.00	518103	
CERTIFIED LABORATORIES	688.45	518108	
COASTAL WELDING SUPPLY INC	153.83	518112	
ENTERGY	433.81	518125	
WINDSTREAM	53.79	518199	
ON TIME TIRE	340.00	518218	
ALL TERRAIN EQUIPMENT CO	869.20	518244	
ODP BUSINESS SOLUTIONS, LLC	188.85	518276	
MUNRO'S UNIFORM SERVICES, LLC	23.95	518277	2,985.88**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	11.11	518093	
BELL FENCE MFG. CO.	164.85	518104	
M&D SUPPLY	177.02	518134	
SMART'S TRUCK & TRAILER, INC.	50.71	518150	
UNITED STATES POSTAL SERVICE	4.59	518176	
INTERSTATE ALL BATTERY CENTER - BMT	136.95	518208	
ATTABOY TERMITE & PEST CONTROL	121.26	518209	
SAM'S CLUB DIRECT	149.72	518221	
ASCO	995.91	518225	
O'REILLY AUTO PARTS	975.14	518250	
GULF COAST	587.25	518257	
MUNRO'S UNIFORM SERVICES, LLC	147.10	518277	
MODERN CONCRETE & MATERIALS LLC	167.68	518284	
CELLGATE	117.00	518291	3,806.29**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	86.69	518109	
ENTERGY	10.47	518125	97.16**
GENERAL FUND			
TAX OFFICE			
AT&T	164.04	518154	
UNITED STATES POSTAL SERVICE	256.59	518176	
UNITED STATES POSTAL SERVICE	12.42	518177	433.05*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	850.00	518137	
UNITED STATES POSTAL SERVICE	3.20	518176	
SIERRA SPRING WATER CO. - BT	75.47	518180	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	413.00	518238	1,341.67*
AUDITOR'S OFFICE			

NAME	AMOUNT	CHECK NO. ³⁴¹	TOTAL
UNITED STATES POSTAL SERVICE COUNTY CLERK	12.34	518176	12.34*
UNITED STATES POSTAL SERVICE	188.60	518176	
UNITED STATES POSTAL SERVICE	49.07	518177	
FUNCTION4	695.72	518275	
ODP BUSINESS SOLUTIONS, LLC	398.68	518276	1,332.07*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	500.00	518099	
CAYLA CALAMIA	2,000.00	518107	
LAIROD DOWDEN, JR.	500.00	518116	
JEFF R BRANICK	871.92	518200	
CARRIER & ALLISON LAW GROUP PC	1,000.00	518263	4,871.92*
COUNTY TREASURER			
TEXAS ASSN. OF COUNTIES	450.00	518158	450.00*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	1,880.00	518264	
BOSWORTH PAPERS	2,259.16	518265	
FIRST CITIZENS BANK	499.00	518294	4,638.16*
PURCHASING DEPARTMENT			
THE EXAMINER	1,026.25	518120	
UNITED STATES POSTAL SERVICE	1.63	518176	1,027.88*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	518131	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	518159	
INTERFACE EAP, INC	1,298.70	518164	
VERIZON WIRELESS	304.06	518174	
BOSWORTH PAPERS	3,080.00	518265	
K2 TOWERS III, LLC	2,435.00	518272	10,342.76*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	19,424.72	518166	
ODP BUSINESS SOLUTIONS, LLC	151.65	518276	
AMAZON CAPITAL SERVICES	237.39	518280	19,813.76*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	214.04	518176	214.04*
ELECTIONS DEPARTMENT			
AT&T MOBILITY	1,741.34	518235	
AMG PRINTING & MAILING LLC	5,438.82	518243	
AMAZON CAPITAL SERVICES	176.37	518280	
JACKSON ADAMS	232.49	518295	
DANNY MILLER	189.61	518296	7,778.63*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	3,349.68	518131	
KIRKSEY'S SPRINT PRINTING	50.90	518132	
TDCAA BOOK ORDERS	45.00	518157	
TEXAS DISTRICT & COUNTY ATTY ASSN.	85.00	518160	
BRANDI SEWELL	131.75	518165	
UNITED STATES POSTAL SERVICE	207.23	518176	
MCM ELEGANTE HOTEL	861.35	518197	
RAYMOND SHEARER	336.34	518247	
ODP BUSINESS SOLUTIONS, LLC	501.06	518276	
AMAZON CAPITAL SERVICES	320.96	518280	
BRITTIAN FEATHERSTON	17.58	518302	5,906.85*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO. ³⁴²	TOTAL
UNITED STATES POSTAL SERVICE CRIMINAL DISTRICT COURT	238.69	518176	238.69*
UNITED STATES POSTAL SERVICE 60TH DISTRICT COURT	17.86	518176	17.86*
SIERRA SPRING WATER CO. - BT 252ND DISTRICT COURT	5.99	518179	5.99*
UNITED STATES POSTAL SERVICE ADA V. CHRISTY, CSR	.64	518176	
SUMMER TANNER	825.00	518191	
RYAN GERTZ	2,304.50	518202	
JAMES R. MAKIN, P.C.	675.00	518211	
WILLIAM MARCUS WILKERSON	800.00	518215	
MATUSKA LAW FIRM	800.00	518223	
279TH DISTRICT COURT	9,952.50	518230	15,357.64*
PHILLIP DOWDEN UNITED STATES POSTAL SERVICE	5,320.00	518101	
TONYA CONNELL TOUPS	.88	518176	
WILLIAM FORD DISHMAN	110.00	518204	
SHELANDER LAW OFFICE	220.00	518228	
317TH DISTRICT COURT	330.00	518269	5,980.88*
PHILLIP DOWDEN	650.00	518101	
NATHAN REYNOLDS, JR.	814.00	518143	
KEVIN PAULA SEKALY PC	1,750.00	518147	
CHARLES ROJAS	440.00	518169	
GLEN M. CROCKER	550.00	518185	
DONEANE E. BECKCOM	330.00	518186	
LANGSTON ADAMS	880.00	518190	
JOEL WEBB VAZQUEZ	1,135.00	518194	
BRITTANIE HOLMES	440.00	518222	
WILLIAM FORD DISHMAN	770.00	518228	
JENNIFER DELAGE	440.00	518239	
SHELANDER LAW OFFICE	330.00	518269	8,529.00*
JUSTICE COURT-PCT 1 PL 1 UNITED STATES POSTAL SERVICE	44.85	518176	44.85*
JUSTICE COURT-PCT 1 PL 2 UNITED STATES POSTAL SERVICE	14.72	518176	14.72*
JUSTICE COURT-PCT 2 ODP BUSINESS SOLUTIONS, LLC	230.82	518276	230.82*
JUSTICE COURT-PCT 6 UNITED STATES POSTAL SERVICE	47.10	518176	47.10*
JUSTICE OF PEACE PCT. 8 UNITED STATES POSTAL SERVICE	114.00	518177	114.00*
COUNTY COURT AT LAW NO.1 UNITED STATES POSTAL SERVICE	9.92	518176	
SIERRA SPRING WATER CO. - BT	94.94	518178	
THOMSON REUTERS-WEST	276.00	518226	380.86*
COUNTY COURT AT LAW NO. 2 JACK LAWRENCE	750.00	518098	
MARVA PROVO	800.00	518142	

NAME	AMOUNT	CHECK NO. ³⁴³	TOTAL
NATHAN REYNOLDS, JR.	250.00	518143	
CHARLES ROJAS	500.00	518169	
UNITED STATES POSTAL SERVICE	2.56	518176	
LAURIE PEROZZO	300.00	518210	
WILLIAM MARCUS WILKERSON	500.00	518223	
MATUSKA LAW FIRM	250.00	518230	
JENNIFER DELAGE	650.00	518239	
LAW OFFICES OF BREVIN JACKSON	250.00	518282	
COUNTY COURT AT LAW NO. 3			4,252.56*
TODD W LEBLANC	350.00	518095	
MARVA PROVO	400.00	518142	
BRANDI SEWELL	204.76	518165	
UNITED STATES POSTAL SERVICE	3.84	518176	
SIERRA SPRING WATER CO. - BT	44.98	518181	
LINDSEY SCOTT	100.00	518234	
JENNIFER DELAGE	650.00	518239	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	518267	
COURT MASTER			2,003.58*
LAWRENCE E THORNE III	4,388.86	518213	
RICHARD D HUGHES ATTORNEY AT LAW	1,150.00	518262	
MEDIATION CENTER			5,538.86*
UNITED STATES POSTAL SERVICE	.64	518176	
COMMUNITY SUPERVISION			.64*
HERNANDEZ OFFICE SUPPLY, INC.	1,129.62	518129	
SHERIFF'S DEPARTMENT			1,129.62*
CITY OF NEDERLAND	52.83	518111	
DELL MARKETING L.P.	1,495.07	518115	
GT DISTRIBUTORS, INC.	11,862.50	518123	
AT&T	49.73	518152	
AT&T	49.73	518156	
CDW COMPUTER CENTERS, INC.	281.30	518166	
UNITED STATES POSTAL SERVICE	2,515.60	518176	
UNITED STATES POSTAL SERVICE	357.84	518177	
CRIME LABORATORY			16,664.60*
FED EX	70.29	518121	
FERGUSON ENTERPRISES INC	49.30	518241	
JAIL - NO. 2			119.59*
BOB BARKER CO., INC.	1,524.08	518102	
BELL FENCE MFG. CO.	3.78	518104	
ECOLAB	658.52	518119	
ENTERGY	39,765.94	518125	
CASH ADVANCE ACCOUNT	1,673.45	518131	
KIRKSEY'S SPRINT PRINTING	49.90	518132	
SCOOTER'S LAWNMOWERS	59.99	518146	
COOK'S CORRECTIONAL	256.89	518184	
ADVANTAGE SECURITY INTEGRATION LTD	990.00	518198	
SOUTHEAST TEXAS STARTER	38.48	518205	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,194.50	518207	
AI FILTER SERVICE COMPANY	998.40	518217	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,840.00	518219	
CONSTELLATION NEWENERGY - GAS DIVIS	1,036.43	518224	
GALLS LLC	482.90	518233	
ACME SUPPLY CO LTD	14,482.00	518248	
TRINITY SERVICES GROUP INC	45,399.14	518256	
ALPHAGRAPHS US809	412.50	518266	
WORKQUEST	1,194.02	518270	
SCOTT EQUIPMENT LLC	726.96	518287	
JUVENILE PROBATION DEPT.			112,787.88*

NAME	AMOUNT	CHECK NO. ³⁴⁴	TOTAL
WILLIE DAVIS	238.52	518096	
LARONDA TURNER	130.65	518140	
CHERYL TARVER	53.60	518163	
UNITED STATES POSTAL SERVICE	8.84	518176	
LATRICIA COLEMAN	163.48	518188	
SHANNA CITIZEN	52.93	518189	
BRENDA WOOD	134.00	518261	
TY-JUNEA JONES	79.73	518271	
LAQUITA TORRES	107.20	518288	
JUVENILE DETENTION HOME			968.95*
ENTERGY	6,328.21	518125	
MOORE SERVICE CO., INC.	1,183.90	518136	
ADVANTAGE INTERESTS INC	856.00	518245	
FLOWERS BAKING COMPANY OF HOUSTON	43.17	518278	
CONSTABLE PCT 1			8,411.28*
UNITED STATES POSTAL SERVICE	46.86	518176	
CONSTABLE-PCT 6			46.86*
EAST TEXAS PEACE OFFICERS ASSN.	125.00	518118	
UNITED STATES POSTAL SERVICE	6.43	518176	
COUNTY MORGUE			131.43*
PROCTOR'S MORTUARY INC	13,250.00	518212	
AGRICULTURE EXTENSION SVC			13,250.00*
DAVID OATES	144.72	518237	
HALLEE M SMITH	30.00	518273	
AMAZON CAPITAL SERVICES	12.56	518280	
NATIONAL ASSOCIATION COUNTY	535.00	518300	
NATIONAL ASSOCIATION COUNTY	535.00	518301	
HEALTH AND WELFARE NO. 1			1,257.28*
NSO - NURSES SERVICE ORGANIZATION	124.00	518092	
AMERICAN PUBLIC HEALTH ASSOCIATION	230.00	518100	
ENTERGY	140.00	518126	
UNITED STATES POSTAL SERVICE	36.48	518176	
SIERRA SPRING WATER CO. - BT	242.75	518182	
CONNIE M ROBERTS	124.00	518201	
NUANCE COMMUNICATIONS, INC	118.50	518253	
TEXAS MEDICAL LIABILITY TRUST	570.50	518260	
HEALTH AND WELFARE NO. 2			1,586.23*
ENTERGY	140.00	518127	
HANNAH FUNERAL HOME, INC.	900.00	518128	
UNITED STATES POSTAL SERVICE	177.60	518177	
SIERRA SPRING WATER CO. - BT	71.93	518183	
NUANCE COMMUNICATIONS, INC	118.50	518253	
TEXAS MEDICAL LIABILITY TRUST	570.50	518260	
ENVIRONMENTAL CONTROL			1,978.53*
COLE PARMER INSTRUMENT CO.	130.38	518139	
AT&T	48.19	518153	
INDIGENT MEDICAL SERVICES			178.57*
MCKESSON MEDICAL-SURGICAL INC	379.51	518167	
CARDINAL HEALTH 110 INC	21,752.93	518227	
OUTCOMES OPERATING INC	148.50	518293	
EMERGENCY MANAGEMENT			22,280.94*
ROBERT GRIMM	998.36	518249	
MAINTENANCE-BEAUMONT			998.36*

NAME	AMOUNT	CHECK NO. ³⁴⁵	TOTAL
CONSOLIDATED ELECTRICAL DIST INC.	113.36	518114	
ECOLAB	242.59	518119	
W.W. GRAINGER, INC.	172.56	518124	
ACE IMAGEWEAR	271.62	518149	
SOUTHWEST BUILDING SYSTEMS	196.04	518151	
WARREN EQUIPMENT CO.	329.83	518162	
CENTERPOINT ENERGY RESOURCES CORP	1,347.22	518196	
FIRETROL PROTECTION SYSTEMS, INC.	1,937.00	518206	
A1 FILTER SERVICE COMPANY	732.70	518217	
SOUTHWESTERN PAINT&WALLPAPER CO INC	96.43	518281	5,439.35*
MAINTENANCE-PORT ARTHUR			
BETA TECHNOLOGY	117.86	518105	
CITY OF PORT ARTHUR - WATER DEPT.	309.49	518109	
COBURN SUPPLY COMPANY INC	245.17	518113	
DRAGO HARDWARE CO.	1.85	518117	
ROMERO GLASS CO.	430.00	518144	
SANITARY SUPPLY, INC.	504.08	518145	
LOWE'S HOME CENTERS, INC.	90.23	518187	
INLAND ENVIRONMENTS INC.	2,975.00	518193	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	69.95	518232	
VECTOR SECURITY	134.85	518242	
PARKER'S BUILDING SUPPLY	311.45	518279	
MODERN CONCRETE & MATERIALS LLC	3,441.00	518284	8,630.93*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	129.06	518110	
ENTERGY	399.30	518125	528.36*
SERVICE CENTER			
SPIDLE & SPIDLE	10,262.40	518097	
M&D SUPPLY	206.70	518134	
PHILPOTT MOTORS, INC.	242.65	518141	
JEFFERSON CTY. TAX OFFICE	7.50	518170	
JEFFERSON CTY. TAX OFFICE	7.50	518171	
JEFFERSON CTY. TAX OFFICE	7.50	518172	
JEFFERSON CTY. TAX OFFICE	7.50	518173	
HERRERA'S EMERGENCY LIGHTING	205.00	518192	
BUMPER TO BUMPER	627.81	518195	
MIGHTY OF SOUTHEAST TEXAS	148.84	518216	
MUNRO'S UNIFORM SERVICES, LLC	288.80	518277	12,012.20*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	49.04	518176	
UNITED STATES POSTAL SERVICE	5.68	518177	54.72*
			309,376.86**
MOSQUITO CONTROL FUND			
ADAPCO LLC	36,228.50	518094	
CITY OF NEDERLAND	44.71	518110	
JACK BROOKS REGIONAL AIRPORT	1,309.15	518130	
ACE IMAGEWEAR	74.42	518149	
AT&T	53.17	518155	
UNITED PARCEL SERVICE	51.30	518161	
O'REILLY AUTO PARTS	45.26	518250	
CY-FAIR TIRE	47.95	518255	
LANE AVIATION INC	8,270.30	518286	
DYNAMIC POWER SYSTEMS	276.48	518297	46,401.24**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,460.00	518259	1,460.00**
EMPG GRANT			
CASH ADVANCE ACCOUNT	2,663.33	518131	
CDW COMPUTER CENTERS, INC.	207.80	518166	
ROBERT GRIMM	281.92	518249	3,153.05**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO. ³⁴⁶	TOTAL
TDCJ-TLDD CONFERENCE FUND	800.00	518106	
UNITED STATES POSTAL SERVICE	41.63	518176	
UNITED STATES POSTAL SERVICE	62.08	518177	
ODP BUSINESS SOLUTIONS, LLC	317.19	518276	1,220.90**
LAW OFFICER TRAINING GRT			
ENTERGY	340.85	518125	340.85**
AIRPORT FUND			
CITY OF NEDERLAND	363.78	518110	
LOUIS' YAZOO SALES & SERVICE, LLC	167.85	518133	
METAL-MART	163.00	518135	
LOWE'S HOME CENTERS, INC.	315.25	518187	
DISH NETWORK	119.18	518203	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	135.28	518229	
MEGAN KITCHENS	34.92	518231	
TITAN AVIATION FUELS	22,267.30	518251	
E SCIENCES	1,600.00	518274	
ODP BUSINESS SOLUTIONS, LLC	22.29	518276	25,188.85**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	975.00	518122	
ELITE CONTRACTORS AND EQUIPMENT LTD	114,019.20	518292	114,994.20**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	244,810.20	518246	
NEUROMUSCULAR CORPORATE SOLUTIONS	16,800.00	518252	261,610.20**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP	2,978.76	518289	2,978.76**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	18,301.92	518290	18,301.92**
D.A.'S FORFEITURED FUNDS			
AMAZON CAPITAL SERVICES	215.99	518280	215.99**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	17,800.20	518073	
CLEAT	5,017.00	518074	
JEFFERSON CTY. TREASURER	13,866.97	518075	
INTERNAL REVENUE SERVICE	208.00	518076	
JEFFERSON CTY. COMMUNITY SUP.	6,477.92	518077	
JEFFERSON CTY. TREASURER - HEALTH	555,320.72	518078	
JEFFERSON CTY. TREASURER - PAYROLL	2,102,175.83	518079	
JEFFERSON CTY. TREASURER - PAYROLL	708,263.86	518080	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,383.29	518081	
JEFFERSON CTY. TREASURER - TCDRS	836,952.39	518082	
JEFFERSON COUNTY TREASURER	3,913.44	518083	
JEFFERSON COUNTY - TREASURER -	9,974.71	518084	
NECHES FEDERAL CREDIT UNION	30,394.43	518085	
JEFFERSON COUNTY - NATIONWIDE	56,588.24	518086	
SBA - U S DEPARTMENT OF TREASURY	309.28	518087	
ALLSTATE BENEFITS	6,608.75	518088	
CHUBB	6,381.63	518089	
U S DEPARTMENT OF THE TREASURY	235.55	518090	
JEFFERSON CTY. TREASURER - PAYROLL	34,291.75	518091	4,396,163.96**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	518214	
RUBEN ZAPATA	200.00	518283	300.00**
ARPA CORONAVIRUS RECOVERY			

NAME	AMOUNT	CHECK NO. ³⁴⁷	TOTAL
INTEGRITY ELEVATOR SOLUTIONS LLC	62,272.73	518258	
FAMILY SERVICES OF SOUTHEAST TX INC	411,923.65	518285	
BRAVE/ARCHITECTURE INC	71,326.00	518298	
			545,522.38**
MARINE DIVISION			
CITY OF NEDERLAND	23.40	518110	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	518168	
ATTABOY TERMITE & PEST CONTROL	71.67	518209	
			155.07**
SHERIFF - COMMISSARY			
KEYWARDEN SYSTEMS PARTNERS LLP	23,060.00	518299	
			23,060.00**
			5,765,894.41***



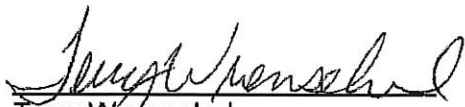
TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

Request for Waiver of Interest
Jefferson County, Texas

Taxpayer Name: Jefferson Terminal South, LLC
 Address: 1345 Avenue of the Americas 45FL, New York, NY 10105
 Account Number: 018405-000/00100-00000
 Reason: An act or omission of an Appraisal District employee resulted in the tax payer's failure to pay the tax before the delinquency. See attached letter from the Jefferson Central Appraisal District.

Total Levy Paid	Total Penalty Paid	Total Interest Paid (Amount Requested to be Waived)
\$1,066.23	\$85.30	\$31.99

Upon review of Sec. 33.011 of the *State Property Tax Code* and the attached, supporting documentation from JCAD, it is my opinion the above-referenced matter falls within the parameters of the code and a waiver of interest should be granted.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County

05/24/2024
 Date

Sec. 33.011(a)(1) of the *State Property Tax Code* reads as follows: "The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency."

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589



TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

May 24, 2024

Honorable Jeff Branick
 County Judge
 Jefferson County
 Beaumont, Texas

Dear Judge Branick:

Please place an item on the June 11, 2024 Commissioners' Court agenda to consider and possibly approve waiver of penalty and interest on this account pursuant to Sec. 33.011 of the *State Property Tax Code*.

For your information, Sec. 33.011 reads as follows: "The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the tax payer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency."

It is my opinion the account listed on **Attachment A** falls within the parameters of the code and should have penalties and interest waived as shown. Supporting documents are also attached.

If you have any questions, please contact my office. Your approval of these requests will be appreciated.

Sincerely,

Terry Wuenschel
 Assessor-Collector of Taxes
 Jefferson County, Texas

TW:ce
 Attachments

cc: Eddie Arnold, Comm. Pct. #1
 Cary Erickson, Comm. Pct. #2
 Michael Sinegal, Comm. Pct. #3
 Everette D. Alfred, Comm. Pct. #4
 Fran Lee, County Auditor

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

**ATTACHMENT A
WAIVER OF P & I JEFFERSON COUNTY**

TAXPAYER'S NAME ACCOUNT NUMBER	TOTAL LEVY PAID	WAIVER OF P & I REQUESTED
JEFFERSON TERMINAL SOUTH LLC 018405-000/000100-00000	1,066.23	117.29
TOTAL	<u>1,066.23</u>	<u>117.29</u>



www.jcad.org

P.O. Box 21337
Beaumont, Texas 77720-1337

4610 S. Fourth St.
Beaumont, Texas 77705

Phone (409) 840-9944
(409) 727-4611
Fax (409) 727-5621

Jefferson Central Appraisal District

Chief Appraiser
Angela Bellard, RPA, RES, AAS

May 7, 2024

Mrs. Terry Wuenschel
Tax Assessor-Collector
Jefferson County
P. O. Box 2112
Beaumont, TX 77704

Re: Account No. 018405-000-000100-00000; PID 30367

Dear Terry:

Please be advised that the ownership on the above listed account was not updated in accordance with deed #2022018289 for the 2023 tax year by our office.

The tax statements for the 2023 tax year should reflect the below ownership:

Jefferson Terminal South LLC
1345 Ave of the Americas
45th Floor
New York, NY 10105

This ownership change will be submitted to you in our supplement following our May 15, 2024 ARB meeting.

If additional information is needed, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Angela Bellard".

Angela Bellard, RPA, RES, AAS
Chief Appraiser

DUPLICATE TAX RECEIPT

352



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

LUCITE INTERNATIONAL
PROPERTY TAX DEPT
6070 POPLAR AVE STE 600
MEMPHIS, TN 38119-3918

Legal Description:

LOT 1 DUPONT-BEAUMONT 16.054 INDUSTRIAL
SITE #2

Parcel Address:

Legal Acres: 16.0540

Deposit No: M0429202406A
Validation No: 900000069841359
Account No: 018405-000/000100-00000
Operator Code: ASHLEYBB

Remit Seq No: 56935104
Receipt Date: 04/29/2024
Deposit Date: 04/29/2024
Print Date: 05/24/2024

NO.: 30367

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Beaumont Isd, Port Of Beaumont, and Sabine-Neches Nav. Dist.

Check Number(s):
20470

PAYMENT TYPE:

Checks: \$5,041.74

Exemptions on this property:

Total Applied: \$5,041.74

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
JEFFERSON TERMINAL SOUTH LLC
1345 AVENUE OF THE AMERICAS 45FL
NEW YORK, NY 10105



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S.
Beaumont, TX 77705
(409) 726-2500

Donta Miller
Chief of Law Enforcement
Donta.Miller@jeffcotx.us

John Shauberger
Chief of Corrections
John.Shauberger@jeffcotx.us

MEMORANDUM

DATE: June 5, 2024

TO: Honorable Judge Jeff Branick
Commissioner Eddie Arnold
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberger

RE: Jacqueline D. Carter retirement

Please consider and possibly approve a resolution for Jacqueline D. Carter a Corrections Officer for 27 years and 3 months of service and wishing her well in her retirement.

Sincerely,

Chief John Shauberger



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 11 day of June, 2024, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, *Jacqueline D. Carter*, has devoted 27 years and 3 months of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *Jacqueline D. Carter*, has dedicated her talents and services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

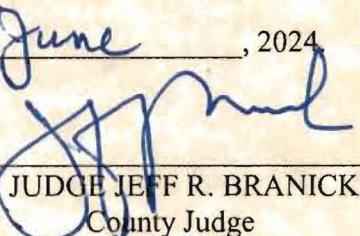
WHEREAS, *Jacqueline D. Carter*, has pledged her services as a Corrections Officer, working in the Dorms and in Master Control at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Jacqueline D. Carter***, has earned the respect of her colleagues and the citizens of Jefferson County; and


WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Jacqueline D. Carter***, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Jacqueline D. Carter***, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 11 day of June, 2024



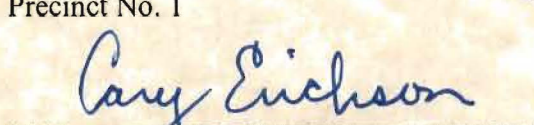
JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

