Special, 7/23/2024 10:30:00 AM

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BE IT REMEMBERED that on July 23, 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:

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 July 23, 2024

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **23rd** day of **July 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

Note: Budget Workshops will be held July 22-26, 2024. (See Attached Schedule)

8:30 am – Workshop to consider reducing the number of county-wide polling locations.

8:45 am – Announcement of an Executive (closed) session pursuant to Texas Government Code Section 551.0725, that deliberations regarding business and financial issues relating to a contract in negotiations should be conducted in a closed meeting. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party. *Notice of Meeting and Agenda July 23, 2024*

9:00 am – Announcement of an Executive (closed) session pursuant to Texas Government Code Sec. 551.074 for commissioners' court to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

9:15 am – Workshop to receive information regarding use of ARPA funds.

10:00 am – Workshop to hear presentation from Engineering Department regarding possible changes to their rules and regulations regarding platting and to discuss policy of abandonment of right of ways.

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

The following options are available:

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

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

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

INVOCATION: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

(a).Receive and file bids for Invitation for Bid (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 14 - 204

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

(b).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations 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) (Community Development 2025-2026 Fund); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

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

(c).Consider and approve, execute, receive and file renewal for (IFB 22-034/MR), Term Contract for Disaster and Emergency Repair, Service and Installation of Electrical Services for Jefferson County for a second and final (1) one year renewal with Gulf Coast Electric Co, Inc from July 31, 2024 to July 30, 2025. Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

SEE ATTACHMENTS ON PAGES 205 - 205

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

(d).Consider and approve, execute, receive and file renewal for (IFB 22-040/MR), Termite Treatment for Jefferson County for a second (1) one year renewal with G & G Pest Control from August 14, 2024 to August 13, 2025.

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

(e).Consider and approve, execute, receive and file renewal for (IFB 23-027/MR), Term Contract for Roadway Pavement Markings for Jefferson County for its first (1) one year renewal with TRP Construction Group, LLC from August 7, 2024 to August 6, 2025.

SEE ATTACHMENTS ON PAGES 207 - 207

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

(f).Consider and approve, execute, receive and file Termination of Performance Contract Measurement and Verification Methodologies Service Section beginning in year 4 and continuing through year 20 of the Performance Period with Johnson Controls. This contract was approved by Commissioners' Court March 18, 2019 in accordance with (RFQ 18-023/JW) Entergy Performance Contracting Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 208 - 209

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

(g).Request approval to release retainage to Elite Contractor & Equipment for (IFB 23-009/JW) Landside Road Pavement Repairs at the Jack Brooks Regional Airport in the amount of \$276,652.10 (Payment Request No. 10); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections200.318 – 326. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37).

SEE ATTACHMENTS ON PAGES 210 - 232

Motion by: Erickson Second by: Arnold In Favor: Branick, Arnold, Erickson, Sinegal, Alfred Action: APPROVED (h).Consider and approve, execute, receive and file Amendment No. 2 (two) to Task Order #3 for (RFP 23-028/MR) Re-Bid Term Contract for FEMA Grant Management Services for Jefferson County with Tidal Basin Government Consulting LLC. This amendment will increase the cost of the Task Order by \$22,673.68 bringing the total not to exceed from \$73,456.22 to \$96,129.90 for the budget change approved by the TWDB; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 233 - 233

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

 (i).Consider and approve, execute, receive and file an agreement (Agreement 24-040/MR) with SEPS, Inc. for the Highway 73 Tower UPS Maintenance in the amount of \$3,293.00.

SEE ATTACHMENTS ON PAGES 234 - 244

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

(j).Consider and approve, execute, receive and file an agreement (Agreement 24-041/MR) with CentralSquare Technologies, LLC for transfer of Naviline Accounting Software from in house storage to cloud storage in the amount of \$197,230.07. Consider and approve a discretionary exemption as authorized by Local Government Code 262.024(a)(7)(A) for an item that can be obtained from only one source, including items for which completion is precluded because of the existence of patents, copyrights, secret processes, or monopolies. This project will be funded by LATCF Federal Grant Funds.

SEE ATTACHMENTS ON PAGES 245 - 286

Motion by: Erickson Second by: Arnold In Favor: Branick, Arnold, Erickson, Sinegal, Alfred Action: APPROVED (k).Consider and approve, execute, receive and file a Revised Agreement (Agreement 24-042/DC) with Spectrum and Jefferson County for New and Revised Services located at the Downtown Courthouse Complex, 1149 Pearl Street, Beaumont, TX 77701; for a total monthly cost of \$780.01 and a one-time change equipment replacement installation fee of \$475.00. Term is a 36-month period and replaces original Agreement 24-004/DC approved on January 04, 2024.

SEE ATTACHMENTS ON PAGES 287 - 292

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

(l).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 293 - 295

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer – R&B Pct. 1 – concrete construction of new fuel island with covered awning.

	SEE ATTACHIVIENTS C	NIAUL	5 270 - 270
111-0108-431-6014	BUILDINGS AND STRUCTURES	\$29,560.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$29,560.00

SEE ATTACHMENTS ON PAGES 296 - 298

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

(b).Consider and approve budget transfer- R&B Pct. 4 – additional cost for equipment repairs.

SEE ATTACHMENTS ON PAGES 299 - 299

	114-0405-431-4018	ROAD MACHINERY	\$12,000.00	
	114-0402-431-3069	ROAD MARKERS, SIGNS, ETC.		\$2,000.00
ſ	114-0402-431-5053	RENT-EQUIPMENT		\$10,000.00

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

(c).Consider and approve budget transfer– Constable Pct. 1 – additional overtime allowance.

SEE ATTACHMENTS ON PAGES 300 - 300

120-3065-425-1098	OVERTIME ALLOWANCE	\$1,100.00	
120-3065-425-3002	AMMUNITION		\$700.00
120-3065-425-3010	BOOKS-PRINTED		\$400.00

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

(d).Consider and approve budget transfer – Sheriff Office – to replace A/C unit.

SEE ATTACHMENTS ON PAGES 301 - 301

120-3059-421-6014	BUILDINGS AND STRUCTURES	\$15,000.00	
120-3059-421-5016	CRIMINAL INVESTIGATION		\$15,000.00

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

(e).Consider and approve Public Defender Contract Agreement for the Criminal District Court with Raegan Minaldi, effective July 15, 2024.

SEE ATTACHMENTS ON PAGES 302 - 306

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

(f).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending June 30, 2024.

SEE ATTACHMENTS ON PAGES 307 - 324

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

(g).Consider and approve electronic disbursements for \$440,966.14 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

(h).Regular County Bills -check #519110 through check #519345 (07/16/24) and check #519346 through check #519571 (07/23/24).

SEE ATTACHMENTS ON PAGES 325 - 341

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

COUNTY AGRILIFE EXTENSION:

(a).Consider and possibly approve granting extended leave without pay for 24.07 hours for Allison Mitcham, an employee of Agriculture Extension.

NO ATTACHMENTS

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

COUNTY CLERK:

(a).Consider and approve the recommended county-wide polling locations for early voting and election day.

Amend to add Bevil Oaks, pending El Vista location

SEE ATTACHMENTS ON PAGES 342 - 343

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve a resolution to extend the Disaster Declaration for Hurricane Beryl pursuant to Sec. 418.108(b) Texas Government Code.

SEE ATTACHMENTS ON PAGES 344 - 344

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

(b).Receive and file executed Memorandum of Understanding for the Mickey Mehaffy Children's Advocacy Program, Inc.

SEE ATTACHMENTS ON PAGES 345 - 347

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

COUNTY TREASURER:

(a).Consider and possibly approve a \$62 wire/payment to Wells Fargo Securities for June, 2024 Safekeeping fees.

NO ATTACHMENTS

Motion by: Arnold Second by: Erickson In Favor: Branick, Arnold, Erickson, Sinegal, Alfred Action: APPROVED (b).Receive and File Investment Schedule for June, 2024, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 348 - 350

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

ENGINEERING DEPARTMENT:

(a).Consider and possible approve a Resolution to Amend the Jefferson County Subdivision and Development Regulations Sections 1 and 3 pursuant to Texas Local Government Code, Section 232, Chapter 341 and 343, Texas Health and Safety Code, TCEQ rules in 30 TAC Chapters 210, 285, 290, 305, 317 and NFIP authorization in Texas Water Code 16.315.

SEE ATTACHMENTS ON PAGES 351 - 361

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

(b).Execute, receive and file Pipeline Permit 04 - P - 24 between Jefferson County and Linde Inc. Pipeline Project, for the purpose of pipeline crossing multiple county roads from Blewett Road to Hillebrandt Road. This project is located in Jefferson County in Precincts 2 & 4.

SEE ATTACHMENTS ON PAGES 362 - 380

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

(c).Consider and possibly approve acceptance of Ponderosa Trail being 2,510 feet (0.48 miles) and Shortleaf Drive being 312.63 feet (0.05 miles), into the County Road System. The roads are out of the final plat of Pine Island Estates Phase 3A, recorded in Clerk's File No. 202203651 of the Official Public Records of Jefferson County, Texas and are located in Precinct No. 1.

SEE ATTACHMENTS ON PAGES 381 - 384

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

Special, July 23, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 23, 2024.



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent



1149 Pearl Street 1st Floor, Beaumont, TX 77701

LEGAL NOTICE Advertisement for Invitation for Bids

June 4, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website, <u>https://www.co.jefferson.tx.us/Purchasing/</u> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copies of their bid to the address shown below. Jefferson County <u>does not</u> accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Term Contract for Herbicides for Jack Brooks Regional Airport
BID NUMBER:	IFB 24-032/MR
DUE BY TIME/DATE:	11:00 ам CT, Wednesday, July 10, 2024
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8563 or via email at: <u>deb.clark@jeffcotx.us</u>.

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

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

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

Deborah Clask

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH:

The Examiner: June 6, 2024 & June 13, 2024

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BID SUBMISSIONS:

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

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

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

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

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

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accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7, AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

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Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.

"Contractor" - The Bidder whose proposal is accepted by Jefferson County.

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

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

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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
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
	Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR</u> <u>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</u> , <u>12935</u> , <u>3 CFR Part</u> , <u>1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u> , "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."	
	 41 CFR 60-1.4 Equal opportunity clause. (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: 	2 CFR 200
None	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:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)
	 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: 	

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

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for, Government contracts and federally assisted construction contracts	
or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility	
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 [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	
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.	
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.	
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:	
 (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 	
	 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 [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. 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 otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract

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	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C.</u> <u>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. Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where	
>\$100,000	contract work hours and safety standards Act (40 0.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 $40 \cup S.C. 3702$ and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under $40 \cup S.C. 3702$ 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 $40 \cup S.C. 3704$ are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <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.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

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>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	<i>See</i> 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	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): 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. 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. 	

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	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.	
	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.	
	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.	
	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.	
	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).	
None	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:	2 CFR 200.216
	 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (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 	

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	 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). (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 services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance dequipment 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. (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. (c) See <u>Public Law 115-232</u>, section 889 for additional informat	
None	 (d) See also § 200.471. 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: (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. 	2 CFR 200.322(a)(b)(1) (2)
None	(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. 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.	2 CFR 200.112

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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 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 wersions of Federal awarding are submitted, the Federal awarding agency or pass-through entity must always provide or accept paper wersions of Federal awarding are submitted, the Federal awarding agency or pass-through entity must not require more than an original nectors are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic reviews, provide reasonable safeguards against alteration, and remain readable. 2.CFR 200.336 Contracting with HUB, small and minority businesse, women's business enterprises, and labor surplus area firms. (a) The non-federal entity must take all necessary affirmative staps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. 2.CFR 200.321 None (a) The fault small and minority businesses, and women's business enterprises on solicited whenever they are potential sources; (a) CFR 200.321 None (b) Affirmative steps and minority businesses, and women's business enterprises; (b) Affirmative steps admits that minority businesses, and women's business enterprises; (c) CFR 200.321 None (c) Endition intes; (c) Assuring the prime Contractor, if subcontracts are to be let, to take the affirmative steps list			
Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2 CFR 200.321 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 2 CFR 200.321 None (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; 2 CFR 200.321 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority Business. January business enterprises; 2 CFR 200.321 (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 16) 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. Financial records, supporting documents, statistical records, and all other non- Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agency or pass-through entity in the date of the submission of the quarterity or annual financial report, respectiv	None	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	2 CFR 200.336
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 entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must	None	 Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the 	2 CFR 200.321
	None	 Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must 	2 CFR 200.334

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Isst 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.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: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.	Texas Government Code 2252.152 Texas Government Code 2271.002
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 	
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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	
 (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. (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. (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). (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) for on the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (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 of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation</i> and its supporting records starts from the end of 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	

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

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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 Opera Solutions, InCcertifies 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

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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

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

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

The Contractor Octom SULDINS, MC 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

Dariel ('0 Contractor's Authorized

Date

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

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

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

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

Failure to return and/or complete all required documentation <u>will result</u> in a response being declared as nonresponsive.

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 10, 2024.

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark**, Purchasing Agent at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, June 28, 2024.

4. VENDOR REGISTRATION (System for Award Management).

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

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 <u>initially</u> 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.

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BIDDER: INSERT PROOF C	OF SYSTEM FOR AWAR	D MANAGEMENT (SAN	1) BEHIND THIS PAGE.
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USAM*GOV* OPTERRA SOLUTIONS, INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
QCY7JK35MEE3	9MQ68	All Awards
Registration Status	Expiration Date	
Active Registration	May 20, 2025	
Physical Address	Mailing Address	
270 Bruner RD	270 Bruner RD	
Lexington, South Carolina 29072-3767	Lexington, South Carolina 29072-3767	
United States	United States	
nunnan chiomhulon ve soibh an soite a		
Doing Business as	Division Name	Division Number
(blank)	(biank)	(blank)
Congressional District	State / Country of Incorporation	URL
South Carolina 02	South Carolina / United States	(blank)
Registration Dates		
Activation Date	Submission Date	Initial Registration Date
May 23, 2024	May 20, 2024	Jul 19, 2023
Entity Dates		
Entity Start Date	Fiscal Year End Close Date	
Jul 21, 1987	Dec 31	
Immediate Owner		
CAGE	Legal Business Name	
(blank)	(blank)	
Highest Level Owner	· · · · · · · · · · · · · · · · · · ·	
CAGE	Legal Business Name	
(blank)	(biank)	

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	
https://sam.gov/enity/QCY7JK35MEE3/coreData?status=null	Page 1 of 4

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Active Exclusions Records?

No

SAUSAUCIAUTORIZATORI - STALL - CARACTERICAL - CARACTERICAL

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

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt) Profit Structure For Profit Organization Entity Type Business or Organization Organization Factors Subchapter S Corporation

Socio-Economic Types

Check the registrant's Reps & 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.

Debt Subject To Offset Accepts Credit Card Payments No Yes CAGE Code EFT Indicator 9MQ68 0000 **Electronic Funds Transfer Routing Number** Lock Box Number Account Type ******06 (blank) Checking Financial Institution Account Number SYNOVUS BANK ******79 **Automated Clearing House** Phone (U.S.) Email Phone (non-U.S.) 8039578989 (blank) (blank)

Remittance Address

Received Homedon

Fax (blank)

Opterra Solutions Inc 270 Bruner RD Lexington, South Carolina 29072 United States

EIN ****1059 Tax Year (Most Recent Tax Year) 2022 Address 270 Bruner RD Lexington, South Carolina 29072 Type of Tax **Applicable Federal Tax** Name/Title of Individual Executing Consent **Cfo, Compliance Specialist** Signature **Thomas Hughes and Sammi Malawski** Taxpayer Name Opterra Solutions Inc TIN Consent Date May 20, 2024

Accounts Receivable POC

Points of Contact

2

Morgan Wooten, Accounting Specialist accountsreceivable@opterrasolutions.com 8039578989

Electronic Business

९ Lance Daniel, COO lance.daniel@opterrasolutions.com 8039578989

Government Business

⋟ Sammi Malawski sammi.malawski@opterrasolutions.com 8034975395

Senvice Chuishieadon

NAICS Codes

Primary Yes	NAICS Codes 561730	NAICS Title Landscaping Services
	115112	Soil Preparation, Planting, And Cultivating
	325320	Pesticide And Other Agricultural Chemical Manufacturing
	325998	All Other Miscellaneous Chemical Product And Preparation Manufacturing
	541320	Landscape Architectural Services
	561710	Exterminating And Pest Control Services

270 Bruner RD

United States

270 Bruner RD

United States

Lexington, South Carolina 29072

Lexington, South Carolina 29072

Product and Service Codes	
PSC	PSC Name
H287	Equipment And Materials Testing- Agricultural Supplies
K068	Modification Of Equipment- Chemicals And Chemical Products
K087	Modification Of Equipment- Agricultural Supplies
L087	Technical Representative- Agricultural Supplies
Z1KA	Maintenance Of Dams
Z1KB	Maintenance Of Canals
Z1KZ	Maintenance Of Other Conservation And Development Facilities
Z1LB	Maintenance Of Highways, Roads, Streets, Bridges, And Railways
Z1MG	Maintenance Of Epg Facilities - Solar
Z1MH	Maintenance Of Epg Facilities - Wind

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OPTERRA SOLUTIONS, INC

IGT Size Metrics					
Annual Revenue (from all IGTs) (blank)					
Worldwide					
Annual Receipts (in accordance with 13 CFR 121) \$100,000,000.00	Number of Employees (in accordance with 13 CFR 121) 320				
Location					
Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)				
Industry-Specific					
Barrels Capacity	Megawatt Hours	⊤otal Assets			
(blank) Jun 12, 2024 01:24:35 PM GMT https://sam.gov/entityQCY7JK35MEF3/coreData?status=null	(blank)	(blank)	Page 3 of 4		

This entity did not enter the EDI information

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)
States	Counties

Any

(blank)

Metropolitan Statistical Areas (blank)

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is <u>not</u> required for:

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

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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 INTER	ESTED PARTIES		form 1 295
Complete Nos. 1 - 4 and 6 if there Complete Nos. 1, 2, 3, 5, and 6 if		OF	FICE USE ONLY
 Name of business entity filing form, and entity's place of business. 	d the city, state and country of the bu	siness	i No
VENDOR:ENTER YOUR BUSINESS NAME,	CITY, STATE, AND COUNTRY HERE		
 Name of governmental entity or state a which the form is being filed. 	gency that is a party to the contract i	for	USIFILE
JEFFERSON COUNTY, TEXAS			-
3 Provide the identification number used and provide a description of the service VENDOR: ENTER BID/PROPOSAL/CONTR/		REX	
4	City, State, Country	ONature of Intere	est (check applicable)
Name of Interested Party	(place of business)	Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING NT OWNERS ARE THE CONTROLLING PARTIES.	rerest,	x	
VENDOR: WORKERS (OR NON-OWNERS) IN COMPANY ARE INTERMEDIARY PARTIES.	YOUR WY		X
5 Check only if there is the interested		V IF APPLICABLE	
6 UNSWORN DECLARATION VENDOR: CO My name is	MPLETE, DATE, AND SIGN THIS DECLA		
My address (street)	(city)	(state) (zip c	ode) (country)
derive under penalty of perjury that the forego			, , , ,,
Executed in County, Slat	e of day c	xt, 20 (month)) (year)
	Signature of authorized	agent of contracting bu (Declarant)	usiness entity
ADD A	DDITIONAL PAGES AS NECE	ESSARY	
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.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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	(a) A set of a set		
<u>BIDDER</u>: INSERT COMPLETED	FORM 1295 BEHIND THIS P	AGE.	
		a talah seri dari dari dari dari dari dari dari da	

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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	CERTIFICATE OF INTERESTED PART	FIES		FORI	и 1295
					1 of 1
Γ	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.			CE USE	ONLY OF FILING
1	Name of business entity filing form, and the city, state and countr of business. Opterra Solutions, Inc	ry of the business entity's place	Certificate N 2024-11744		
	Lexington, SC United States		Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed. Jefferson County	e contract for which the form is	06/12/2024 Date Acknov		
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid IFB 24-032/MR Herbicides for Jack Brooks Regional Airport	y or state agency to track or identify ed under the contract.	the contract,	and prov	vide a
4	Name of Interested Party	City, State, Country (place of busin	ess) (plicable)
┝			Cont	rolling	Intermediary
	•				
5	Check only if there is NO Interested Party.		-		
6	UNSWORN DECLARATION My name is Lance Daviel	and much data at		1212	J
		, and my date of l	nun is <u>U</u>		7,14
	My address is 270 BrUner Id (street)	(cib), (st)	ate) (zip	Code)	(country)
	I declare under penalty of perjury that the foregoing is true and correct. Executed in LEXINGRY County,	, State of <u>SC</u> , on the	day of_)UU (month)	, 20 <u>) (</u> . (year)
		Signature of authorized agent of cont (Declarant)	racting busine	ess entity	

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:	
Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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<u>Property Insurance (policy below that is applicable to this project)</u>: Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

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

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

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

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

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ACORD [®] C	ERTIF	ICATE OF LIA	BILITY INS	URANC	: Е [MM/DD/YYYY) 55 /3/2023
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY OF SURANCE ND THE C	R NEGATIVELY AMEND, DOES NOT CONSTITU ERTIFICATE HOLDER.	, EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN 1	VERAGE AFFORDED THE ISSUING INSUREF	TE HOL BY THE R(S), AU	DER, THIS POLICIES ITHORIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights	t to the te	erms and conditions of the	he policy, certain p	olicies may			
PRODUCER			CONTACT JOY St. Ma				
Arthur J. Gallagher Risk Management	Services	s, LLC	PHONE (A/C, No, Ext); 843-97		FAX (A/C No)	: 843-57	7-5062
115 Central Island Street			E-MAIL ADDRESS: joy_st.ma				· · · · · · · · · · · · · · · · · · ·
Charleston SC 29492					RDING COVERAGE		NAIC #
					surance Company of Pit	tsbura	19445
INSURED		• • •			try Insurance Company	<u>.</u>	19410
Opterra Solutions, Inc. fka NaturChem	i, Inc.				Insurance Corporation		16820
270 Bruner Rd. Lexington, SC 29072			INSURER D :	·····)			
			INSURER E :		· · · · · · · · · · · · · · · · · · ·		
			INSURER F :				
COVERAGES CER	TIFICATI	E NUMBER: 663683438			REVISION NUMBER;		
THIS IS TO CERTIFY THAT THE POLICIES							
INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY							
EXCLUSIONS AND CONDITIONS OF SUCH							INE TERMO,
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
A X COMMERCIAL GENERAL LIABILITY		5268252	6/30/2023	6/30/2024	EACH OCCURRENCE	\$ 1,000	,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	·
					MED EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000	
POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	1	· · · · · · · · · · · · · · · · · · ·
OTHER:						\$,
A AUTOMOBILE LIABILITY		4489734	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000	,000
X ANY AUTO					BODILY INJURY (Per person)	\$	· · · · · · · · · · · · · · · · · · ·
OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	·
						\$	
B X UMBRELLA LIAB X OCCUR		BE038296201	6/30/2023	6/30/2024	EACHOCCURRENCE	\$ 10,00	0.000
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,00	
DED X RETENTION \$ 10,000					Prod/CO Aggregate	\$ 10,00	
A WORKERS COMPENSATION		015893849	6/30/2023	6/30/2024	X PER OTH-	1 1 10,00	
AND EMPLOYERS' LIABILITY Y/ N ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$ 1,000	.000
OFFICER/MEMBEREXCLUDED?	N/A				E.L. DISEASE - EA EMPLOYE		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	1	
C Pollution Liability		CPLS00029530	6/30/2023	6/30/2024	Ea Occurrence	\$1,00	0,000
					Policy Limit Dedctbl-Ea Incident	\$2,00	0,000 00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC		1 101. Additional Remarks Schedu	le, may be attached if mor	e space is require	ed)		
	v				/		
CERTIFICATE HOLDER			CANCELLATION				
				THE ABOVE D	ESCRIBED POLICIES BE (ED BEFORE
			THE EXPIRATION ACCORDANCE WI		EREOF, NOTICE WILL Y PROVISIONS.	BE DEI	Livered in
For Information Only			AUTHORIZED REPRESE				
			Jany X.	Atmes			
I			<u> </u>	88.2015 AC	ORD CORPORATION.		te record
ACORD 25 (2016/03)	The A	CORD name and logo a				പല്യ	na reserved,

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

Bid Number & Name: (IFB 24-032/MR) Term Contrac	t for Herbicides for Jack Brooks Regional Airport
Bidder's Company/Business Name: Opterra Soluti	ons, Inc
Bidder's TAX ID Number: 57-0851059	
<i>If Applicable</i> : HUB Vendor No. <u>N/A</u>	
Contact Person: Candace Jackson	Title: Procurement Manager
Phone Number (with area code): <u>803-727-4698</u>	
Alternate Phone Number if available (with area code):
Fax Number (with area code):	<u> </u>
Email Address: candace.jackson@opterrasolutions	5.com
bids@opterrasolutions.com Mailing Address (Please provide a <u>physical address fo</u>	or bid bond return, if applicable):
270 Bruner Rd	
Address Lexington, SC 29072	
City, State, Zip Code	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 24-032/MR.

SCOPE OF PROJECT:

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 5000 Jerry Ware Drive suite 100, Beaumont, TX 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the guantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) on an asneeded basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.

Refer questions of a commercial nature to Mistey Reeves, Assistant Purchasing Agent, <u>mistey.reeves@jeffcotx.us</u> or 409-835-8593 and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, 409-719-4900, <u>duke.youmans@jeffcotx.us</u>.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

Contract

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

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The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

ltem	Description	Unit of Measure
1	POLARIS – to Isoproppylamine salt of imazaphyr	2.5 Gallons
2	Roundup herbicide or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 Gallons
3	Opensight	1.25 Pounds
4	Esplanade 200 SC	Quart/2.5 Gallons
5	Oust Extra or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 Pounds
6	Sunset Surfactant or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 Gallons
7	Plateau or equivalent – ammonium salt of imazapic 23.6%.	2.5 Gallons 5 Gallons
8	24-D or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6- dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6- trichlorophenol	2.5 Gallons
9	Garlon 4 or equivalent – to contain 61.6% triclopyr 2.5	2.5 Gallons

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s):

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

Opterra Solutions, Inc

For clarification of this offer, contact:

bids@opterrasolutions.com

Company Name

270 Bruner Rd

Address

Name & Title

Lexington, SC 29072

Phone

803-957-8989

Fax

City State

Zip

E-mail

Signature of Person Authorized to Sign

Printed Name

Title

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-032/MR, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS Date

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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					1.
BIDDER: INSERT	ALL ADDENDA	BEHIND THIS PAG	Ε.		• .
PLEASE BE SURE	TO COMPLETE,	SIGN, ATTEST, AN	D DATE EACH A	DDENDUM.	
					2

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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 IFB

IFB NUMBER:	IFB 24-032/MR
IFB TITLE:	Term Contract for Herbicides for Jack Brooks Regional Airport
IFB DUE BY:	11:00 am CT, Wednesday, July 10, 2024
ADDENDUM NO.:	1
ISSUED (DATE):	June 28, 2024

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST: Witness Date: 📐 Approved by ____

Authorized Signature (Respondent)

Title of Person Signing Above

Aprica Si bed Name of Business or Individual

Bruner VId SC 29072



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street	
1 st Floor, Beaumont, TX 77701	

1. Question: Just to confirm, is this IFB only for the herbicides and NOT for the application of?

Answer: Yes this is just for the herbicides.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container	
1	POLARIS or equivalent	2.5 Gallon	Polaris	Y	\$ 146.50	
2	Roundup or equivalent	2.5 Gallon	GlyStar Plus	Y	\$40.75	
3	Opensight	1.25 Pounds	Opensight	Y	\$ 122.0	
4a	Esplanade 200 SC	Quart	Esplanade	Y	\$415.36	
4b	Esplanade 200 SC	2.5 Gallon	Esplanade	Y	\$3,772.80	
5	Oust Extra or equivalent	4 Pounds	SFM Extra	Y	\$116.00	
6	Sunset Sufactant or equivalent	2.5 Gallon	Sunset	Y	\$ 50.00	
7a	Plateau or equivalent	2.5 Gallon	Panoramic	Y	\$287.50	
7b	Plateau or equivalent	5 Gallon	N/A		\$	
8	24-D or equivalent	2.5 Gallon	2,4D Amine	Y	\$ 40.00	
9	Garlon 4 or equivalent	2.5 Gallon	Garlon 4	Y	\$ 130.00	-

BIDDER ACKNO	NLEDGEMENT	OF BID ADDENDA (IF APF	LICABLE):
Addendum 1		Date Received	
Addendum 2		Date Received	
Addendum 3		Date Received	
BIDDER: INCLUE ADDENDUM ISS		IED, & ATTESTED COPY SUBMISSION.	OF EACH

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. Bidder: Please complete this form and include with bid submission.
REFERENCE ONE
Government/Company Name: SCDOT
Address: St. George, SC
Contact Person and Title: Jennifer Gruber
Phone: 843-834-1508 Fax:
Email Address: gruberjd@scdot.org Contract Period: 2019-2024
Scope of Work: Provided herbicides for road side vegetation control
REFERENCE TWO
Government/Company Name: South Carolina Aeronautics Commission
Address: 2553 Airport Road, West Columbia, SC 29170
Contact Person and Title: melody Mikell
Phone: 803-896-6279 Fax:
Email Address:memikell@aero.sc.govContract Period:2019-2029
Scope of Work: Provide a custom herbicide blend for the airports in South Carolina.
REFERENCE THREE
Government/Company Name: Gregory Landscape Services
Address: 155 Sease Hill Rd, Lexington, SC 29073
Contact Person and Title: Ben Snyder
Phone: 803-356-5959 Fax:
Email Address:ben@gregorylandscapeservices.comContract Period:
Scope of Work: Provide herbicides for vegetation control.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

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

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

Opterra Solutions, Inc

Bidder (Entity Name)

270 Bruner Rd

Street & Mailing Address

Lexington, SC 29072

City, State & Zip

803-957-8989

Telephone Number

bids@opterrasolutions.com

E-mail Address

Signature LANCL DANEL Print Name MANY Date Signed

Fax Number

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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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 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.

L-D-D	
Signature of Contractor's Authorized Official	
1 ance Daniel, COO	
Name and Title of Contractor's Authorized Official (Please Print)	
712124	
Date	
	····

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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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 Log., Regular Session.	OFFICE USE ONLY
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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	
N/A 2 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 applater than the 7th business day after the date on which you became aware that the origin complete or inaccurate.)	
Name of local government officer about whom the information in this section is being disc	osed.
N/A	
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer to employment or other business relationship as defined by Section 176.001(1-a). Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable i income, from the vendor?	ncome, other than investment
Yes No	
B. is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	
Yes No	
C. is the filler of this questionnaire employed by a corporation or other business entity we government officer serves as an officer or director, or holds an ownership interest of one per-	
Yes No	
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	2/24 Jute
	- Adopted 8/7/2015
D FORM	
Please complete this form	
Ide with bid submission.	

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

_	OCAL GOVERNMEN		FORM CIS
This	s questionnaire reflects changes mad	OFFICE USE ONLY	
gov	s is the notice to the appropriate remment officer has become aware ccordance with Chapter 176. Local	Date Received	
	Name of Local Government Officer		
] <	Offico Held		
, k	Name of vendor described by Sect	ions 176.001(7) and 176.003(a), Local Government	Code
	-	nt of employment or other business relationship w	'ilh vendor named in fiem 3
		vernment officer and any family member, if aggreg eds \$160 during the 12-month period described by	
fi	rom vendor named in Item 3 exce	vernment officer and any family member, if aggreg eds \$100 during the 12-month period described by Description of Gitt	v Section 176.003(a)(2)(B).
fi C	rom vendor named in Item 3 excer	eds \$100 during the 12-month period described by	Section 176.003(a)(2)(B).
fi C	rom vendor named in Item 3 excer Date Gift Accepted	eds \$100 during the 12-month period described by	Section 176.003(a)(2)(B).
- fi C	rom vendor named in Item 3 excer Date Gift Accepted	eds \$100 during the 12-month period described by Description of Gift	Śection 176.003(a)(2)(B).
	rom vendor named in Item 3 excer Date Gift Accepted	eds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift	Section 176.003(a)(2)(B).
	rom vendor named in Item 3 excer Date Gift Accepted Date Gift Accepted Date Gift Accepted	eds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as del Government Code) of this local government officer. I als covers the 12-month period described by Section 176.003	Section 176.003(a)(2)(B).
	rom vendor named in Item 3 excer Date Gift Accepted Date Gift Accepted Date Gift Accepted	eds \$100 during the 12-month period described by Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of parjury that the above statement that the disclosure applies to each family member (as del Government Code) of this local government officer. Lats covers the 12-month period described by Section 176.003	Section 176.003(a)(2)(B).
	Com vendor named in Item 3 excer Date Gift Accepted Date Gift Accepted Date Gift Accepted Date Gift Accepted AFFIDAVIT AFFIDAVIT	eds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as del Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003	Section 176.003(a)(2)(B).

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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 contract within the Prime Contractor/Consultant's organization)?
- □ Yes □ Yes

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

Name of Authorized Representative

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

Signature

Opterra Solutions, Inc is a herbicide product and service company. In a product supply solicitation there are no opportunities for subcontracting to any company including HUB's.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

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

Address: 270 Bruner Rd Lexington, SC 29072 Street City State Zip Phone (with area code): 803-957-8989 Fax (with area code):	Contractor Name:	Opterra Solutions, Inc			н	HUB: 🗌 Yes 😡 No	
Street City State Zip Phone (with area code): 803-957-8989 Fax (with area code): Project Title & No.: Term Contract for Herbicides for Jack Brooks Regional Airport Prime Contract Amount: § TBD HUB Subcontractor Name: N/A HUB Status (Gender & Ethnicity):	Address: 270 E	Bruner Rd L	exington, SC	29072			
Project Title & No.: Term Contract for Herbicides for Jack Brooks Regional Airport Prime Contract Amount: § TBD HUB Subcontractor Name: N/A HUB Status (Gender & Ethnicity):		Street		City	State	Zip	· · · · ·
Prime Contract Amount: \$ TBD HUB Subcontractor Name: N/A HUB Status (Gender & Ethnicity):	Phone (with area co	de): 803	-957-8989		Fax (with	area code):	
HUB Subcontractor Name: N/A HUB Status (Gender & Ethnicity):	Project Title & No.:	Term Cor	ntract for Her	bicides for .	lack Brooks I	Regional Airpor	t
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Defferson County Tx Unified Certification Prog. Address:	Prime Contract Amo	ount: <u>\$</u> T	BD				
Certifying Agency: Tx. Bldg & Procurement Comm. I Jefferson County Tx Unified Certification Prog. Address:	HUB Subcontractor	Name: Ni	/A				
Address: Street City State Zip Phone (with area code):	HUB Status (Gender	& Ethnicity):					
Street City State Zip Phone (with area code):	Certifying Agency:	🗆 Tx. Bldg 8	& Procurement C	omm. 🛛 Jeffe	erson County 🛛] Tx Unified Certifica	ition Prog.
Phone (with area code):	Address:						
Proposed Subcontract Amount: \$ Percentage of Prime Contract: Percentage of Prime Contract: Description of Subcontract Work to be Performed:		Street		City	State	Zip	
Description of Subcontract Work to be Performed: OPCO Double Printed Name of Contractor Representative Signature of Representative Printed Name of HUB Signature of Representative	Phone (with area co	de):			Fax (with	area code):	
On CO Date Printed Name of Contractor Representative Signature of Representative Date Printed Name of HUB Signature of Representative Date	Proposed Subcontra	ct Amount:	\$		Percent	tage of Prime Contra	ict: <u>%</u>
Once Juit Printed Name of Contractor Representative Signature of Representative Printed Name of HUB Signature of Representative Date	Description of Subco	ontract Work to	be Performed:				
Printed Name of HUB Signature of Representative Date							
Printed Name of HUB Signature of Representative Date				1		<u> </u>	
Printed Name of HUB Signature of Representative Date	ance (XILLE	<u> </u>	- h		<u> </u>	11424
	Printed Name of Cor	stractor Represen	itative	Signati	ire of Representati	ve	Date
Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third p	Printed N	ame of HUB		Signati	ire of Representati	ve -	Date
······································	Note: Nothing on t	his Notice of	Intent Form is	intended to c	onfer any <mark>r</mark> ights	s, expressed or im	plied, to any third par
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing A Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8							

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

· · · · · · · · · · · · · · · · · · ·	PAGE 1 C)F 4	
Bidder intends to u Yes 🔽 No	tilize Subcontractors/Subconsultants in th	e fulfillment of this cor	ntract (if awarded).
Prime Contractor:	Opterra Solutions, Inc		HUB: 🗍 Yes 🔽 No
HUB Status (Gender &	& Ethnicity):		
Address: 270 Bi	runer Rd Lexington, SC 29072		
	Street City	State Zip	
Phone (with area cod	le): 803-957-8989	Fax (with area code):	
Project Title & No.:	Term Contract for Herbleides for Jack Brooks Regional Airpor	t IFB/RFP No.:	IFB 24-032/MR
Total Contract:	\$ TBD	Total HUB Subcontract(s):	_{\$} N/A
Construction HUB Go	als: 12.8% MBE::	<u>%</u> 12.6% WBE:	%
Si	ub-goals: 1.7 African-American, 9.7% Hispanic, 0 Use these goals as a g		6 Asian American.
FOR HUB OFFICE USE ON	LY:		
Verification date HUB P	rogram Office reviewed and verified HUB Sub informat	ion Date:	Initials:
PART I. HUB SUBCO	INTRACTOR DISCLOSURE		
HUB Status (Gender &			
Certifying Agency:	🗍 Texas Bldg & Procurement Comm. 🗌 Te	xas Unified Certification P	rog.
Address:			· · · · · · · · · · · · · · · · · · ·
	Street City	State Zip	
Contact person:		Title:	· · · · · · · · · · · · · · · · · · ·
Phone (with area cod	e):	Fax (with area code):	
Proposed Subcontrac	t Amount: \$	Percentage of Prim	e Contract: %
Description of Subcor	ntract Work to be Performed:		
	M complete this form h bid submission.		

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

P	A	G	E	2	0	F	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 Status (Gender & Ethnicity):	
HUB Status (Gender & Ethnicity):	
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog.
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title:
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title:
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title:
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title:
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zlp Title: Fax (with area code): Percentage of Prime Contract: %
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title:
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title: Fax (with area code): Percentage of Prime Contract: % articipation may be verified with the
HUB Status (Gender & Ethnicity): Certifying Agency: Tx. Bldg & Procurement Comm. Address:	Jefferson County Tx Unified Certification Prog. State Zip Title: Fax (with area code): Percentage of Prime Contract: % articipation may be verified with the

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.

HUBs were unavailable for the following trade(s):

Other: There are no subcontracting opportunities for this solicitation

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

🗌 Yes	🔽 No
-------	------

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

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

Address:				
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with	area code):	
Proposed Subcontract Amount: \$\$		Percent	tage of Prime Contract:	%
Description of Subcontract Work to be Perform	· · · ·			
Subsentrator Name.	u ,			
Address				
Street	City	State	Zip	· -
Contact person:		Title:		
Phone (with area code):		Fax (with	area code):	
Proposed Subcontract Amount: \$\$		Percent	tage of Prime Contract:	%
Description of Subcontract Work to be Perfori	ned:			
REQUIRED FORM				
Bidder: Please complete this form	n			
and include with bid submission.				

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

		PAGE 4 OF 4		
Subcontractor Name:			·····	
Address:				
Street	Ci	ty Sta	ate Zip	
Contact person:			Title:	
Phone (with area code):		Fa	ax (with area code):	
Proposed Subcontract Amount:	\$		Percentage of Prime Contract:	%
 Description of Subcontract Work to 	be Performed:			
Description of Subcontract Work to	be Performed:			
Culo antizatan Nana				
Culoantizatan Nana				
Subcontractor Name:				
Subcontractor Name: Address:		ty Sta	əte Zip	
Subcontractor Name: Address: Street Contact person:	Ci	ty Sta	əte Zip	
Subcontractor Name: Address: Street Contact person:	Ci	ty Sta	əte Zip Title:	
Subcontractor Name: Address: Street Contact person: Phone (with area code):	Ci	ty Sta	ate Zip Title: ax (with area code):	%

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 faisifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type):	Lance Druck	
Title:		
Signature:	Z-A·D	
Date:	712124	
E-mail address:	bids Dopterrasolumons.	Com
Contact person that will	be in charge of invoicing for this project:	
Name (print or type):	Candace Jackson	
Títle:	Procurement Manager	REQUIRED FORM
Date:	712124	<u>Bidder</u> : Please complete this form
E-mail address:	candace.jackson@opterrasolutions.com	and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- □ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- X | certify that Opterra Solution, Incompany name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Lexington, SC (city and state).

Taxpayer Identification Number (T.I.N.):		57-0851059	
Company Name submitting bid/proposal:		Opterra Solutions, Inc	
Mailing address: 270 Bruner Rd Lexing		ington, SC 29072	
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.

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 <u>Bidder</u>: Please complete this form and include with bid submission.

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HOUSE BILL 89 VERIFICATION

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. .

I, <u>Junce Vinter</u> , the undersigned representative of (company or business
name) Opterra Solutions, Inc 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.
$\frac{1}{2}$
Signature of Company Representative
712/24 Date
On this 2 day of 2024, 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 March 1
Notary Signature Notary Signature Date
My Comm. Exp. SE Nov 7. 2029
OF SOUTH
(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport PAGE 55 OF 57

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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.

Opterra Solutions, Inc Company Name

24-032/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

STATE OF South Carolina COUNTY OF Lexington
BEFORE ME, the undersigned authority, a Notary Public in and for the State of South Carolina
on this day personally appeared Lance Dance who
(name)
after being by me duly sworn, did depose and say:
"I, <u>Lance David</u> am a duly authorize <u>d officer</u> of/agent
(name)
for Opterra Solutions, Inc and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Opterra Solutions, Inc
(name of firm)

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

Name and address of Bidder: Opterra Solutions, Inc

270 Bruner Rd Lexington, SC 29072

Fax:	Telephone# <u>803-957-8989</u>	
by: Lance Daniel	Title: <u>COO</u>	
(print name) Signature:		
SUBSCRIBED AND SWORN to before me by the a	bove-named	on
this the 2nd day of July	2224	SANIMI MALAWO
DIQUEL FIEASE COMPLETE THIS KIND	prary Public in and for the State of	NOTARY PUBLIC My Comm. Exp. Nov 7, 2029
(IFB 24-032/MR) Term Contract for Herbicides for Jack Broo	ks Regional Airport	PAGE 57 OF 57

SAM,GOV*

Entity Workspace Results 1 Total Results

RED RIVER SPECIALTIES INC

Unique Entity ID: KVUGC5P6EEG9

CAGE/NCAGE: 0FHX3

Entity Status: Active Registration

Doing Business As: Physical Address: 1324 N HEARNE AVE STE 120 SHREVEPORT , LA 71107-6563 USA Expiration Date: Dec 21, 2024 Purpose of Registration: All Awards





JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE Advertisement for Invitation for Bids

June 4, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website, <u>https://www.co.jefferson.tx.us/Purchasing/</u> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copies of their bid to the address shown below. Jefferson County <u>does not</u> accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Term Contract for Herbicides for Jack Brooks Regional Airport
BID NUMBER:	IFB 24-032/MR
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, July 10, 2024
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8563 or via email at: <u>deb.clark@jeffcotx.us</u>.

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

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

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

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH:

The Examiner: June 6, 2024 & June 13, 2024

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CIVIL RIGHTS COMPLIANCE PROVISIONS	
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INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF	
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INSERTION PAGE: FORM 1295	
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BID SUBMISSIONS:

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

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

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

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

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

1. BIDDING.

1.1 BIDS.

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

1.2 **AUTHORIZED SIGNATURES.**

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 **BID AMOUNTS.**

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

1.7 **EXCEPTIONS AND/OR SUBSTITUTIONS.**

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

ALTERNATES. 1.8

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

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1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 **DELIVERY SCHEDULE**.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. **REJECTION OR WITHDRAWAL.**

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. **DEFINITIONS.**

"County" - Jefferson County, Texas.

"Contractor" - The Bidder whose proposal is accepted by Jefferson County.

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

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

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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
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	 Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR</u> 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</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (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: 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 pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: 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. Such action shall include, but not be limited to the following: 	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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

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	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 [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. 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 otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. 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 functions and penalties for violation to Part II, Subpart D of the Executive Order. In addition, the Interview of the secretary of the secretary of Labor pursuant to Part II, Subpart D of the Executive Order.	
>\$2,000	[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. 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 <u>3146-3148</u>) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

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	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any	
	 means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where 	
>\$100,000	Contract Work Hours and Safety Standards Act ($40~U.S.C.~3701-3708$). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with $40~U.S.C.~3702$ and 3704 , as supplemented by Department of Labor regulations ($29~CFR~Part~5$). Under $40~U.S.C.~3702$ of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of $40~U.S.C.~3704$ are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <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.	2 CFR 200 APPENDIX II (F)
>\$150,000	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).	2 CFR 200 APPENDIX II (G)

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>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200
		APPENDIX II (K) 2 CFR 200
	See 2 CFR §200.322.	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	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): 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. 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. 	

None	 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: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (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 	2 CFR 200.216
	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	
	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).	
	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.	
	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.	
	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.	
	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.	

	 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). (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 services provided by such entities or services produced 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. (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. (c) See <u>Public Law 115-232</u>, section 889 for additional information. (d) See also <u>§ 200.471</u>. 	
None	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: (1) "Produced in the United States" means, for iron and steel products, that all	2 CFR 200.322(a)(b)(1)
	 manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (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. 	(2)
None	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.	2 CFR 200.112

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None	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.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the	2 CFR 200.321
None	 affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. 	2 CFR 200.334

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None	 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. 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: (a) This section applies only to a contract that: 	Texas Government Code 2252.152
None	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.	
	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	
	 (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. (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. (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). (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. 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. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation. 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 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) cove	

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

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 <u>Red Rider Special Hes</u> 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

Chad Chambliss Name and Title of Contractor's Authorized Official

6/25/2024

Date

REQUIRED FORM <u>**Bidder: Please complete this form</u> and include with bid submission.**</u>

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

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

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

The Contractor <u>Red</u> <u>Rivel</u> <u>Special</u> <u>Fiel</u> 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

Chad Chambliss / Bid Manager Name and Title of Contractor's Authorized Official

6/25/2024

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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:

 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

Chad Chambliss Name and Title of Contractor's Authorized Official

6/25/2024

Date

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

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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 10, 2024.

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Mistey Reeves, Assistant Purchasing Agent at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, June 28, 2024.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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: <u>https://www.sam.gov</u>

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 <u>initially</u> 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) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

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

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

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INT	ERESTED PARTIES		FORM 1295
Complete Nos. 1 - 4 and 6 if 1 Complete Nos. 1, 2, 3, 5, and	there are interested parties. 6 if there are no interested parties.		CE USE ONLY
Name of business entity filing form entity's place of business.	n, and the city, state and country of the bus	siness	uskile
	ME, CITY, STATE, AND COUNTRY HERE		Ň
Name of governmental entity or st which the form is being filed.	ate agency that is a party to the contract f	for	5
FFERSON COUNTY, TEXAS			•
and provide a description of the se	used by the governmental entity or state a ervices, goods, or other property to be pro	vided under the cont	ntify the contract, ract.
NDOR: ENTER BID/PROPOSAL/CO	NTRACT/AGREEMENT REF# AND TITLE HE	ERE C	
	City, State, Country	ONature of Interest	(check applicable
Name of interested Party	(place of business)	Controlling	Intermediary
NDOR: ENTER EACH PERSON HAVIN WNERS ARE THE CONTROLLING PART	G INTEREST,	×	
NDOR: WORKERS (OR NON-OWNER MPANY ARE INTERMEDIARY PARTIE			X
•	¢ ³		
<u> </u>	CHECK BELOV asted Party.		I
My addres			,
(street) L deviker Under penalty of perjury that the		(state) (zip cod	le) (country)
Executed in Count	y, State of , on the day d		year)
	Signature of authorized	l agent of contracting busi (Declarant)	ness entity

EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

PAGE 30 OF 57

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

Stand State

PAGE 31 OF 57

				113
CERTIFICATE OF INTERESTED PAR	TIES		FOR	м 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	
 Name of business entity filing form, and the city, state and cou of business. Red River Specialties LLC. 	Certifi	cate Number: 1183261		
Shreveport, LA United States 2 Name of governmental entity or state agency that is a party to t	he contract for which the form is	Date F		
being filed. Jefferson County, Texas		Date A	Acknowledged:	
Provide the identification number used by the governmental en description of the services, goods, or other property to be prov IFB 24-032/MR Herbicide Sales	tity or state agency to track or identified under the contract.	y the co	ntract, and prov	vide a
4 Name of Interested Party	City, State, Country (place of busin	ness)	Nature of (check ap	oplicable)
Azelis Americas	Westport, CT United States		Controlling X	Intermediary
, . <u>.</u>				
5 Check only if there is NO Interested Party.	,			
6 UNSWORN DECLARATION My name is Chad Chambliss	, and my date of	birth is	4/12/2	78
My name is <u>(had (hambliss</u> My address is <u>760 US</u> Hwy 595 (street)		X, _	7594((zip code)	Country)

I declare under penalty of perjury that the foregoing is true and correct. Nacogdoches Executed in County-State of on the (month) (year) d 2 Signature of authorized agent of contracting business entity (Declarant)

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:	
Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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<u>Property Insurance (policy below that is applicable to this project)</u>: Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

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

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

Page148of 1

DATE (MM/DD/YYYY	}
11/21/2023	

r							<u> </u>	
E	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AI	IVEL SURA	Y OR NEGATIVELY AMEND, INCE DOES NOT CONSTITUT	EXTEND OR ALT	FER THE CO	VERAGE AFFORDED) BY THE	POLICIES
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ť	his certificate does not confer rights t	o the	a certificate holder in lieu of su	uch endorsement/		require an endorsem	ent. A șt	atement on
	DUCER					on Certificate Cen	tor	
	lis Towers Watson Northeast, Inc.			NAME: PHONE (A/C, No. Ext): 1-877	-945-7379			-467-2378
	26 Century Blvd			E-MAIL			lo): 1,000.	-46/-23/8
). Box 305191 Shville, TN 372305191 USA			ADDRESS: Certifi	cates@will:	LS.COM		
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	URED L River Specialties, LLC					ire Insurance Comp		19445
	4 N. Hearne Avenue, Suite 120			INSURER C : ACE PI	coperty & Ca	asualty Insurance	Company	20699
Shr	eveport, LA 71107			INSURER D : Commen	ce & Indust	ry Insurance Comp	any	19410
				INSURER E :				
				INSURER F :				
			CATE NUMBER: W31140683			REVISION NUMBER		-
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			CILL GAUGSDITTS	11/14/2023	11/14/2024	PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	\$	2,000,000
						PRODUCTS - COMP/OP AC	iG \$	2,000,000
	OTHER:						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
_						BODILY INJURY (Per perso	n) \$	
в	OWNED SCHEDULED AUTOS	Y	8901451	11/15/2023	11/15/2024	BODILY INJURY (Per accide	ent)\$	
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Ð						E.L. EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBEREXCLUDED?	N/A	015-20-3132	11/15/2023	11/15/2024	E.L. DISEASE - EA EMPLOY		1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIM		1,000,000
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DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI	ES (A	CORD 101. Additional Remarks Schedule	e may be attached if mor				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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						ORD CORPORATION	Allrich	ts reserved
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BATCH: 3219949

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

Bid Number & Name: (IFB 24-032	2/MR) Term Contract for H	lerbicides for Jack Brooks Regional Airport
Bidder's Company/Business Nam	e: Red River Specialti	es, LLC.
Bidder's TAX ID Number: 72-11	1540	·
<i>If Applicable</i> : HUB Vendor No.	N/A DE	E Vendor No. N/A
Contact Person: Chad Chamblis	s Ti	tle: Bid Manager
Phone Number (with area code):	318 425-5944 / 409-22	4-9332
Alternate Phone Number if availa	ble (with area code): <u>409</u>	-384-7965
Fax Number (with area code): <u>318</u>	3-227-3032	
Email Address:	@azelis.com	
Mailing Address (Please provide a	physical address for bid	bond return, if applicable):
1324 North Hearne Ave. Ste.,1	20	
Address Shreveport, LA 71107		_
City, State, Zip Code		_

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 24-032/MR.

SCOPE OF PROJECT:

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 5000 Jerry Ware Drive suite 100, Beaumont, TX 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) on an asneeded basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.

Refer questions of a commercial nature to Mistey Reeves, Assistant Purchasing Agent, <u>mistey.reeves@jeffcotx.us</u> or 409-835-8593 and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, 409-719-4900, <u>duke.youmans@jeffcotx.us</u>.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

Contract

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of equal quality. Bidders desiring to substitute items may do so provided brand name is indicated on Bid Form. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

ltem	Description	Unit of Measure
1	POLARIS – to Isoproppylamine salt of imazaphyr	2.5 Gallons
2	Roundup herbicide or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 Gallons
3	Opensight	1.25 Pounds
4	Esplanade 200 SC	Quart/2.5 Gallons
5	Oust Extra or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 Pounds
6	Sunset Surfactant or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 Gallons
7	Plateau or equivalent – ammonium salt of imazapic 23.6%.	2.5 Gallons 5 Gallons
8	24-D or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6- dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6- trichlorophenol	2.5 Gallons
9	Garlon 4 or equivalent – to contain 61.6% triclopyr 2.5	2.5 Gallons

To Jefferson County:

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

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

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

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

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

Red River Specialties, LLC.		For clarification of this offer, contact:			
Company Name					
1324 North Hearne Ave. Ste., 120		Chad Chambliss			
Address		Name & Title			
Shreveport LA	71107	409-224-9332	318-227-3032		
City State Zip		Phone	Fax		
he he		chad.chambliss@a	azelis.com		
Signature of Person Authorized to Sign		E-mail			
Chad Chambliss					
Printed Name					
Bid Manager					
Title					

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-032/MR, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS Date

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

Item	Description	Container Size	Brand bid	MSDS Labels Attached	Price per Container
1	POLARIS or equivalent	2.5 Gallon	Arsenal Herbicide	yes	^{\$} 146.10 container
2	Roundup or equivalent	2.5 Gallon	Ranger Pro	yes	^{\$} 37.25 contain e r
3	Opensight	1.25 Pounds	Opensight	yes	^{\$} 122.50 container
4a	Esplanade 200 SC	Quart	Esplanade 200 SC	yes	^{\$} \$ 415.36 quart
4b	Esplanade 200 SC	2.5 Gallon	Esplanade 200 SC	yes	^{\$} 3,772.80 container
5	Oust Extra or equivalent	4 Pounds	Oust Extra	yes	^{\$} 103.52 container
6	Sunset Sufactant or equivalent	2.5 Gallon	Sunset	yes	^{\$} 34.40 container
7a	Plateau or equivalent	2.5 Gallon	Plateau	yes	^{\$} 282.20 container
7b	Plateau or equivalent	5 Gallon	Plateau	yes	^{\$} 564.40 container
8	24-D or equivalent	2.5 Gallon	Weedar 64	yes	\$38.20 container
9	Garlon 4 or equivalent	2.5 Gallon	Element 4	yes	^{\$} 155.00 container

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Date Received

Addendum 1 X Date Received

Addendum 2 _____

Addendum 3 ____ Date Received

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION. REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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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 IFB

IFB NUMBER:	IFB 24-032/MR
IFB TITLE:	Term Contract for Herbicides for Jack Brooks Regional Airport
IFB DUE BY:	11:00 am CT, Wednesday, July 10, 2024
ADDENDUM NO.:	1
ISSUED (DATE):	June 28, 2024

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST: endich Witness

itness

Approved by ____ Date:

Authorized Signature (Respondent)

School Bid Manager Title of Person Signing Above

Name of Business or Individual

1324 N Hearne Ave. Ste 120 Address Shreveport, LA 71107

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided. REQUIRED FORM Bidder: Please complete this form and include with bid submission.
REFERENCE ONE
Government/Company Name: State of Louisiana
Address: 1201 N. Third St. Claiborne Bldg Suite 2-160 Baton Rouge, LA 70802
Contact Person and Title: Paris King
Phone: 225-342-8010 Fax:
Email Address: paris.king2@la.gov Contract Period: On Going Contract
Scope of Work: Herbicide Sales
REFERENCE TWO
Government/Company Name: Fort Bend County TX
Address: 301 Jackson Street, Suite 201 RIchmond, TX 77469
Contact Person and Title: Melissa Stavinoha
Phone: 281-341-8640 Fax: 281-341-8648
Email Address: melissa.stavinoha@fortbendcountytx.gov Contract Period: On Going Contract
Scope of Work: Herbicide Sales
REFERENCE THREE
Government/Company Name: Calcasieu Parish Police Jury
Address: 1015 Pithon St, 3rd Floor Lake Charles, LA 70602
Contact Person and Title: Kristie Cumberland
Phone: 337-721-3659 Fax: 337-721-4151
Email Address: kcumberland@calcasieu.gov Contract Period: On Going Contract
Scope of Work: Herbicide Sales

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

Would Bidder be willing to allow other governmental entities to piggyback off this contract,	, if awarded, under the
same terms and conditions? Yes 📈	

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

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

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

Red River Specialties, LLC.	had
Bidder (Entity Name)	Signature
1324 North Hearne Ave. Ste., 120	Chad Chambliss
Street & Mailing Address	Print Name
Shreveport, LA 71107	7-2-2024
City, State & Zip	Date Signed
318 425-5944 / 409-224-9332	318-227-3032
Telephone Number	Fax Number
chad.chambliss@azelis.com	
E-mail Address	—

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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

Chad Chambliss / Senior Bid Manager

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

7-2-2024

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CI
his questionnaire reliects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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 povernmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
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 hat require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an olfense if the vendor knowingly violates Section 176.006, Local Bovernment Code. An olfense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	-
N/A	
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 ap later than the 7th business day after the date on which you became aware that the orf incomplete or inaccurate.)	propriate filing authority not ginally filed questionnaire was
Name of local government officer about whom the information in this section is being disc	łosed,
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	with whom the vendor has an nment Code. Attach additional
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	income, other than investment
Yes No	
B. is the vendor receiving or likely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the lo	
Yes No	
C. Is the filler of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership interest of one per	
Yes No	
D. Describe each employment or business and family relationship with the local governmen	t officer named in this section.
$- \Omega \Lambda A$	
11/1/2 72	2024
Accil T	
1 per c	Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERN		FORM CIS
CONFLICTS DISC	LOSURE STATEMENT	
This questionnaire reflects chang	jes made to the law by H.B. 23, 84th Leg., Hegular Session.	OFFICE USE ONLY
This is the notice to the appri- government officer has become in accordance with Chapter 176	opriate local governmental entity that the following local e aware of facts that require the officer to file this statement 3, Local Government Code.	Date Received
Name of Local Government	Officer	
N/A		
Office Held	· · · · · · · · · · · · · · · · · · ·	
Name of vendor described	by Sections 176.001(7) and 176.003(a), Local Government	Code
Description of the nature ar	nd extent of employment or other business relationship w	ith vendor named in item 3
-		
	ocal government officer and any family member, if aggreg 3 exceeds \$100 during the 12-month period described by	
Date Olit Assessed	Decededan et 0/6	
	Description of Gift	
	Description of Gift	
Date Glift Accepted	Description of Gift	
	(attach additional forms as necessary)	
AFFIDAVIT	I swear under penalty of perjury that the above statement I that the disclosure applies to each family member (as defi Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(;	ned by Section 176.001(2), Local acknowledge that this statement
	Signalure of Local	Government Olficer
AFFIX NOTARY STAMP / SEA		
	LABOVE	
Sworn to and subscribed bafore m	e, by the said	, this the day
Sworn to and subscribed bafore m		_, this the day

Adopted 8/7/2015

.

THIS FORM IS FOR OFFICE USE ONLY

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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 contract within the Prime Contractor/Consultant's organization)?
🗆 Yes	🗆 No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
🗆 Yes	🗆 No	5.	Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
🗆 Yes	🗆 No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

Chad Chambliss

Printed Name of Authorized Representative

Signature

Bid Manager

Title

7-2-2024

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

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

Contractor Name:				HUB: 🗌 Yes 📋 No	
Address:Street	City	State	Zip		,
Draiget Title 9. No.					
Prime Contract Amount: \$					-
HUB Subcontractor Name:				· · · · · · · · · · · · · · · · · · ·	
HUB Status (Gender & Ethnicity):					
Certifying Agency: 🛛 Tx. Bldg & Procurer	nent Comm. 🛛 Jeff	erson County 🛛	Tx Unified Cer	tification Prog.	
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (with a	rea code):		
Proposed Subcontract Amount: \$\$		Percenta	ige of Prime C	ontract:	%
Description of Subcontract Work to be Perfor	med:			<u></u>	
Chad Chambliss	1,	1/1/		7-2-2024	
Printed Name of Contractor Representative	Signat	ure of Representative		7-2-2024 Date	
N/A	2.		-	2440	
Printed Name of HUB	Signat	ure of Representative	5	Date	

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

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE 1 C)F 4			
Bidder intends to utilize Subcontractors/Sub	consultants in th	e fulfillmo	ent of this con	tract (if awarded	ł).
Prime Contractor:				HUB: 🗌 Yes	S 🗌 No
HUB Status (Gender & Ethnicity):					
Address:	1.011				
Street	City	State	Zip		
Phone (with area code):		Fax (w	vith area code):		
Project Title & No.:			IFB/RFP No.:		
Total Contract: \$	·	Fotal HUB :	Subcontract(s):	\$	
Construction HUB Goals: 12.8% MBE::		%	12.6% WBE:		%
Sub-goals: 1.7 African-America Use	an, 9.7% Hispanic, 0 e these goals as a gu			Asian American.	
FOR HUB OFFICE USE ONLY:					
Verification date HUB Program Office reviewed and verifi	ied HUB Sub informati	on	Date:	Initlals:	
PART I. HUB SUBCONTRACTOR DISCLOSURE					
					,
HUB Status (Gender & Ethnicity):					
Certifying Agency: Texas Bldg & Procureme	ent Comm. 🗌 Te:	kas Unified	Certification Pro	og.	
Address:Street	City	State	Zip		
	City				
Contact person:	· · · · · ·	Title			
		Fax (w	ith area code):		
Proposed Subcontract Amount: \$, ·	Perc	entage of Prime	Contract:	%
Description of Subcontract Work to be Performed:					<u></u>
REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.					

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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 &	a Procurement Comm.	Iefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	de):		Fax (with	h area code):	
Proposed Subcontra	ct Amount:	\$	Percei	ntage of Prime Contract:	%_
Description of Subco	ontract Work to l	e Performed:			
HUB Subcontractor I	Name:				
HUB Status (Gender	& Ethnicity):				
Certifying Agency:	🔲 Tx. Bldg &	Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:		<u> </u>	Title:		
Phone (with area cod	de):		Fax (with	n area code):	
Proposed Subcontrac	ct Amount:	\$	Percer	ntage of Prime Contract:	%
Description of Subco	ntract Work to b	e Performed:			
Description of Subco	ntract Work to b	e Performed:			

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

REQUIRED FORM
<u>Bidder</u> : Please complete this form
and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

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

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

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

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

Subcontractor Name:			
Address:	_		
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%
Description of Subcontract Work to be Performed	d:		
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	l:		
REQUIRED FORM <u>Bidder</u> : Please complete this form			
and include with bid submission.			

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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Yes

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

			PAG	e 4 of 4		
Subcontractor Name:				_		
Address:						
	Street		City	State	Zip	
Contact person:				Title:	····	
Phone (with area code	e):			Fax (with a	rea code):	
Proposed Subcontract	Amount:	\$		Percenta	age of Prime Contract:	%
Description of Subcon	tract Work to	be Performed:				
Subcontractor Name:						
Address:						
	Street		City	State	Zìp	
Contact person:				Title:		
Phone (with area code	e);			Fax (with a	rea code):	
Proposed Subcontract	Amount:	\$			age of Prime Contract:	
Description of Subcont	tract Work to					
this form, and attach	ed any neces	sary support	documentat	ion as required. I	, truthfully completed all ag fully understand that intent or termination of any resul	tionally falsifying
Name (print or type)	: Chad (Chambliss	·		-	
Title:	Bid M	anager			_	
Signature:	Ĺ	1/-	C			
Date:	(7-2-20	24			-	
E-mail address:	chad.c	hambliss(@azelis.co	om	-	
Contact person that w	/ill be in char	ge of invoicin	g for this pro	ject:		
Name (print or type)	: <u>Tiffany</u>	Meguess			_	
Title:	Custo	mer Servic	ce		REQUIRED FORM	
Date:	7-2-20	24			Bidder: Please con	nplete this form
E mail address	tiffany	തലവലംടത	azelie com	·	and include with k	•

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

E-mail address:

tiffany.meguess@azelis.com

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- □ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that <u>Red River Specialties, LLC.</u> [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is <u>Shreveport</u> Louisiana (city and state).

Taxpayer Identificati	on Number (T.I.N.):	721115450
Company Name subr	nitting bid/proposal:	Red River Specialties, LLC.
Mailing address:	1324 North Hearn	e Ave. Ste., 120 Shreveport, LA 71107
lf you are an individu	al, list the names and add	resses 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 <u>Bidder</u>: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, <u>Chad Chambliss</u> name) <u>Red River Spe</u> referred to as company) bei undersigned notary, do he provisions of Subtitle F, Title	<u>cialties, LLC.</u> ing an adult over the reby depose and	verify under o	en (18) ath tha	years of age	e, after bein	heret) hg duly sworn b	ofore ov the
1. Does not boycott Israel c	urrently; and	·					
2. Will not boycott Israel du	ring the term of t	he contract.					
Pursuant to Section 2270.0	02, Texas Governr	nent Code:					
 "Boycott Israel" means action that is intended to pe or with a person or entity d action made ordinary busine 	nalize, inflict econo loing business in Is	omic harm on, o	r limit c	ommercial	relations spe	ecifically with Is	srael,
2. " Company " means a for- venture, limited partnership owned subsidiary, majority association that exist to mal	p, limited liability /-owned subsidiar	partnership, or	an lim	ited liability	y company,	including a w	, holly
Signature of Company Repre	esentative			<u>_</u>			
6/20/2024 Date	<u>_</u>						
On this <u>20th</u> day of <u>Jur</u> Chad Chambliss duly sworn, did swear and		, the a	above-	named per	rson, who a	after by me b	eing
KELLEY FRITZ NOTARY PUBLIC CADDO PARISH - LOUISIANA COMMISSION IS FOR LIFE NOTARY ID# 61782	Notary Signa 6/20/2024	ture	M	5			
	Date						
					lease com	plete this for d submission	
(IFB 24-032/MR) Term Contract for	Herbicides for Jack Bro	ooks Regional Airpo	rt		PAGE 55 C	 DF 57	

1.

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.

Red River Specialties, LLC.

Company Name

IFB 24-032/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

STATE OF Louisiana	COUNTY OF Caddo
BEFORE ME, the undersigned authority, a No	tary Public in and for the State of Louisiana
on this day personally appeared Chad Char	nbliss , who
	(name)
after being by me duly sworn, did depose an	d say:
_{"I,} Chad Chambliss	am a duly authorized officer of/agent
(name)	
for Red River Specialties, LLC.	and have been duly authorized to execute the
(name of firm)	
foregoing on behalf of the said Red River S	pecialties, LLC.
(name of	

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

Name and address of Bidder: Red Rive	r Specialties, LLC.		
1324 North Hearne Ave. Ste., 120) Shreveport, LA 71107		
Fax: 318-227-3032	Telephone#318 425-5944	4 / 409-224-9332	
by: Chad Chambliss	Title: Senior Bid Manager		
(print name)		· · · · · · · · · · · · · · · · · · ·	
Signature:			
SUBSCRIBED AND SWORN to before me l	by the above-named		
Chad Chambliss		on	
this the <u>20 th</u> day of June	, 20 <u>24</u>	KELLEY FRITZ NOTARY PUBLIC	
REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.	Notary Public in and for the State of LOUISiana	CADDO PARISH - LOUISIANA COMMISSION IS FOR LIFE NOTARY ID# 61782	

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

June 4, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport. Specifications for this project may be obtained from the Jefferson County website, <u>https://www.co.jefferson.tx.us/Purchasing/</u> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copies of their bid to the address shown below. Jefferson County <u>does not</u> accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Term Contract for Herbicides for Jack Brooks Regional Airport
BID NUMBER:	IFB 24-032/MR
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, July 10, 2024
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8563 or via email at: <u>deb.clark@jeffcotx.us</u>.

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

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

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

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH:

The Examiner: June 6, 2024 & June 13, 2024

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SENATE BILL 252 CERTIFICATION
BID AFFIDAVIT

BID SUBMISSIONS:

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

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

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

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

.

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. **DEFINITIONS.**

"County" – Jefferson County, Texas. "Contractor" – The Bidder whose proposal is accepted by Jefferson County.

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

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

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

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

THRESHOLD PROVISION		CITATION		
>\$250,000 (Simplified Acquisition Threshold)	mplified Acquisition			
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	1 23 68 2111		
	Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR</u> <u>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</u> , <u>12935</u> , <u>3 CFR Part</u> , <u>1964-1965</u> Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u> , "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."			
	 41 CFR 60-1.4 Equal opportunity clause. (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: 	2 CFR 200		
None	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:	APPENDIX II I and 41 CFR §60-1.4(b)		
	 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: 			

advertis and sele post in employ	ment, upgrading, demotion, or transfer; recruitment or recruitment ing; layoff or termination; rates of pay or other forms of compensation; action for training, including apprenticeship. The Contractor agrees to conspicuous places, available to employees and applicants for ment, notices to be provided setting forth the provisions of this rimination 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, 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 [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.	
	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.	
	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.	
>\$2,000	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	2 CFR 200 APPENDIX II (D)

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>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
None	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.	2 CFR 200 APPENDIX II (F)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <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.	2 CFR 200 APPENDIX II (E)
	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or	

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>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
, 	See 2 CFR §200.216.	2 CFR 200
		APPENDIX II (K) 2 CFR 200
	See 2 CFR §200.322.	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. §135.38 Section 3 clause	2 CFR 200.323
>\$100,000	 All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): 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. 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. 	

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	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.	
	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.	
	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.	
	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.	
	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).	
	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	
Neno	13, 2020, FEMA recipients and subrecipients, as well as their Contractors and	2 CFR 200.216
None	Subcontractors, may not obligate or expend any FEMA award funds to:	2 CFN 200.210
	Recipients and subrecipients are prohibited from obligating or expending loan	
	or grant funds to:	
	(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	L

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	 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). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company 	
	 (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	 (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. (c) See <u>Public Law 115-232</u>, section 889 for additional information. 	
	(d) See also § 200.471.	
	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:	2 CFR
None	(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.	200,322(a)(b)(1) (2)
	(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.	
None	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.	2 CFR 200.112

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None	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.	2 CFR 200.336
Teadable.Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the		2 CFR 200.321
None	affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.	2 CFR 200.334

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None >\$100,000
None
None
None
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	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

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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.

certifies or affirms the truthfulness and accuracy of each The Contractor 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 Of

Rosalin Santiago Sr. Bid Rep

Name and Title of Contractor's Authorized Official

07-01-20 Date

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

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

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

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

SiteOne Landscape Supply

certifies or affirms by your signature that neither you nor The Contractor 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 Contr

Ros**alin Santiago** Sr. Bid Rep

Name and Title of Contractor's Authorized Official

07-01-2124

Date

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

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:

 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Rosalin Santiago Sr. Bid Rep

Name and Title of Contractor's Authorized Official

07-01-2024

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 10, 2024.

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, June 28, 2024.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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: <u>https://www.sam.gov</u>

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 <u>initially</u> 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) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

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

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SITEONE LANDSCAPE SUPPLY, LLC Active Registration

Unique Entity ID: **Z9K7Y5KB5V78**

(blank)

Doing Business As:

31SN5 CAGE/NCAGE:

ROSWELL, GA 30076-4893 USA STE 600 **300 COLONIAL CENTER PKWY** Physical Address:

Purpose of Registration:

Feb 11, 2025

All Awards

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

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE

С	ERTIFICATE OF INTERESTED PAR	TIES		FOR	¹⁷⁴ M 1295
					1 of 1
Co Co	mplete Nos. 1 - 4 and 6 if there are interested parties. mplete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USI	
of Sit	Name of business entity filing form, and the city, state and country of the business entity's place of business. SiteOne Landscape Supply, LLC		Certificate Number: 2024-1182023		
	eveland, OH United States		Date Filed: 06/28/2024		
2 Na bei	me of governmental entity or state agency that is a party to th ing filed.	e contract for which the form is	Date Acknowledged:		
Jef	fferson County, Texas				
des IFE	ovide the identification number used by the governmental enti scription of the services, goods, or other property to be provid B 24-032/MR ndscape Supplies	ity or state agency to track or identit ded under the contract.	y the c	ontract, and pro	vide a
4				Nature of interest	
	Name of Interested Party	City, State, Country (place of busi	ness)	(check a) Controlling	plicable)
				<u>~</u>	, <u> </u>
					<u> </u>
	eck only if there is NO Interested Party.				L
UNS					
My r	name is Rosalin Santiago	, and my date of	birth is	June 21	Le
Mer	address is 1385 East 30th st.	. Cleveland . C) LL	44114	Curaho
wy c	(street)		tate)	(zip code)	(country)
Ide	clare under penalty of perjury that the foregoing is true and correct	•			
	A		155	11	04.1
Exe	cuted in <u>NYChOGA</u> County	, State of <u>OHio</u> , on the	_ c	lay of <u>July</u> (month)	_, 20 <u>34</u> . (year)
	10	estelli Santi	in es	k.	(1-01.)
		Signature of authorized agent of cor	tracting	business entity	
		(Deciarant)			

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:	
Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

)1/2024
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	FIVELY SURAN	' OR NEGATIVELY AMEND, NCE DOES NOT CONSTITU	EXTER	ND OR ALT	FR THE CC	VERAGE AFFORDED R	Y THE	DOLICIES
IMPORTANT: If the certificate holder			nollow	ap) much L -				
It SUBROGATION IS WAIVED, subject	t to the	e terms and conditions of th	ne polic	v. certain p	olicies may	NAL INSURED provision require an endorsemen	is or be t. Ast	e endorsed. atement on
this certificate does not confer rights PRODUCER	to the d	certificate holder in lieu of si	UCh end)			
MARSH USA, LLC.			NAME:					
TWO ALLIANCE CENTER			PHONE (A/C, No	, Ext):		FAX (A/C, No):		
3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30328			E-MAIL ADDRES	SS:				
Attn: Michelle.W.Robles@marsh.com			INSURER(S) AFFORDING COVERAGE					NAIC #
CN117936603GAW-23-24			INSURER A : ACE American Insurance Company					22667
INSURED SiteOne Landscape Supply, LLC			INSURER B : Indemnity Ins Co Of North America					43575
300 Colonial Center Parkway, Suite 600			INSURER C : ACE Fire Underwriters Insurance Company					20702
Roswell, GA 30076			INSURER D :					
			INSURER E :					
			INSURER F :					
		ATE NUMBER:	ATL-0	05775483-01		REVISION NUMBER: 8	3	L
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EVOLUTIONS ON POLICIALS OF OLICI	PERTAI	MENT, TERM OR CONDITION	OF ANY		OR OTHER	ED NAMED ABOVE FOR TH DOCUMENT WITH RESPECT	HE POL	
INSR	ADDLICI	ES. LIMITS SHOWN MAY HAVE	BEEN R	EDUCED BY I	PAID CLAIMS	•		·
LTR TYPE OF INSURANCE	INSD W	VVD POLICY NUMBER	_	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
		XSL G47298969		12/23/2023	12/23/2024	EACH OCCURRENCE	\$	1,850,000
				İ		PREMISES (Ea occurrence)	\$	1,000,000
X SIR: \$500,000			1			MED EXP (Any one person)	\$	N/A
						PERSONAL & ADV INJURY	\$	1,850,000
						GENERAL AGGREGATE	\$	4,000,000
		1				PRODUCTS - COMP/OP AGG	\$	4,000,000
OTHER:	Ļ [_						\$	
A AUTOMOBILE LIABILITY		ISAH10689582		12/23/2023	12/23/2024	COMBINED SINGLE LIMIT (Ea accident)	\$	3,000,000
			1	Ì		BODILY INJURY (Per person)	\$	
OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$	
UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
DED RETENTION\$							\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLR C50671215 (AOS)		12/23/2023	12/23/2024	X PER OTH- STATUTE ER	•	
G ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	SCF C50671252 (WI)		12/23/2023	12/23/2024	E.L. EACH ACCIDENT	\$	1,000,000
OFFICER/MEMBEREXCLUDED? N (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	•	1,000,000
				·		LALS DIGENCE - I OLIGIT LINIT		10001000
				i				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (ACO	RD 101, Additional Remarks Schedule	, may be a	attached if more	space is require	:d)		
Jefferson County is/are included as Additional Insured as	required t	by written contract subject to the policy te	erms and c	onditions with re	spect to General	Liability and Auto Liability.		1
ERTIFICATE HOLDER			CANOT	TLATION				
			VANUE	LLATION				
Jefferson County 1149 Pearl Street, 1st floor Beaumont, TX 77701			THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.	NCELLI E del	ed Before Ivered in
		4	AUTHORIZ	ZED REPRESEN	TATIVE			
,						Marsh USA L	110	2
				@ 400				
				© 198	0-2016 ACC	ORD CORPORATION.	ul righ	ts reserved.

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

Bid Number & Name: (IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport
Bidder's Company/Business Name: SiteOne Landscape Supply
Bidder's TAX ID Number: 34-4485650
If Applicable: HUB Vendor No DBE Vendor No
Contact Person: Rosalin Santiago Title: Sr. Bid Rep
Phone Number (with area code): <u>214·704·9250</u>
Alternate Phone Number if available (with area code):
Fax Number (with area code):
Email Address:
Mailing Address (Please provide a <u>physical address for bid bond return</u> , if applicable): $1385 East 3040 St$.
Citveland, OH 44114

City, State, Zip Code

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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.

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 24-032/MR.

SCOPE OF PROJECT:

Vendor shall provide Herbicides for Jack Brooks Regional Airport subject to the terms and conditions stated for an initial period **beginning on or about Date of Award**. All products must be approved for use in the State of Texas.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do may result in rejection of bid.

Prices quoted shall be F.O.B. Jack Brooks Regional Airport, 5000 Jerry Ware Drive suite 100, Beaumont, TX 77705. Bidder bears freight charges. All prices must be written in ink or typewritten.

The basis of the award will be the unit prices quoted. The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds.

The County reserves the right to make the award to one (1) successful bidder or per line item.

Purchase orders for insecticides, herbicides, and adjuvants will be released to the successful bidder(s) on an asneeded basis. MINIMUM ORDERS ARE NOT ACCEPTABLE.

Refer questions of a commercial nature to Mistey Reeves, Assistant Purchasing Agent, <u>mistey.reeves@jeffcotx.us</u> or 409-835-8593 and questions of a technical nature to Duke Youmans, Southeast Texas Regional Airport, 409-719-4900, <u>duke.youmans@jeffcotx.us</u>.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

Contract

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

The County reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. The brand name references are for description only, and are not intended to exclude other herbicides of **equal quality**. Bidders desiring to substitute items may do so provided brand name is **indicated on Bid Form**. Change of container size may disqualify bid. Dilution ratio will be a factor in award of chemicals.

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

ltem	Description	Unit of Measure
1	POLARIS – to Isoproppylamine salt of imazaphyr	2.5 Gallons
2	Roundup herbicide or equivalent – to contain 41.0% by weight Isopropylamine Salt of Glyphosate	2.5 Gallons
3	Opensight	1.25 Pounds
4	Esplanade 200 SC	Quart/2.5 Gallons
5	Oust Extra or equivalent – to contain 56.25% sulfometuron methyl, 15% metsulfuron methyl	4 Pounds
6	Sunset Surfactant or equivalent – to contain 90% active ingredient (excluding alcohols, fatty acids, oils, ethylene glycol or diethylene glycol), a minimum of 80% surfactant load, possess an HLB (hydrophilic to lipophilic balance) ratio of 12 to 17, a maximum of 10% isopropyl alcohol, have a flash point greater than 200 degrees F., and contain an anti-foaming agent that will provide instantaneous foam breakdown when agitation ceases.	2.5 Gallons
7	Plateau or equivalent – ammonium salt of imazapic 23.6%.	2.5 Gallons 5 Gallons
8	24-D or equivalent – to contain 94% 2,4-dichlorophenol, 1.0% 2,6- dichlorophenol, 0.9% 4-chlorophenol, 0.5% 2-chlorophenol and 0.1% 2,4,6- trichlorophenol	2.5 Gallons
9	Garlon 4 or equivalent – to contain 61.6% triclopyr 2.5	2.5 Gallons

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): ± 1 , ____, ____, ____, ____.

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

SiteOne Landscape Supply	For clarification of this offer, contact:			
Company Name	,			
1385 East 30th St.	Rosalin Santiag	Sr. Bid Rep		
Address	Name & Title			
Cleveland, OH 44114		148.581.1433		
City State Zip	Phone Fax			
Madlen Lantiago	bids@SiteOne.com	n		
Signature of Person Authorized to Sign	E-mail			
Rosalin Santiago				
Printed Name				
Sr. Bid Rep				
Title				

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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The Offer is hereby accepted for the following items: Term Contract for Herbicides for Jack Brooks Regional Airport. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-032/MR, Term Contract for Herbicides for Jack Brooks Regional Airport. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS Date

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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Wester Contract



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 IFB

IFB NUMBER:	IFB 24-032/MR
IFB TITLE:	Term Contract for Herbicides for Jack Brooks Regional Airport
IFB DUE BY:	11:00 am CT, Wednesday, July 10, 2024
ADDENDUM NO.:	1
SSUED (DATE):	June 28. 2024

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST: Witness

Witness

Approved by Date:

In Shall

Authorized Signature (Respondent) Sr. Bid Rep

Title of Person Signing Above SiteOne Landscape Supply

Typed Name of Business or Individual

East 36th st Cheveland, Off 44114



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

 1149 Pearl Street
 OFFICE MAIN: (409) 835-8593

 1st Floor, Beaumont, TX 77701
 FAX: (409) 835-8456

1. Question: Just to confirm, is this IFB only for the herbicides and NOT for the application of?

Answer: Yes this is just for the herbicides.

		Container		MSDS Labels	Price per
Item	Description	Size	Brand bid	Attached	Container
1	POLARIS or equivalent	2.5 Gallon	Nufarm	~	\$ 38D. 28
2	Roundup or equivalent	2.5 Gallon	Ranger Pro	/	\$ 44.04
3	Opensight	1.25 Pounds			\$ NOBID
4a	Esplanade 200 SC	Quart			\$ NO BID
4b	Esplanade 200 SC	2.5 Gallon			\$ NO BID
5	Oust Extra or equivalent	A Pounds 31D.	Bayer	V	\$ 202.28
6	Sunset Sufactant or equivalent	2.5 Gallon	Lesco	>	\$ 51.00
7a	Plateau or equivalent	-2.5 Gallon	BASE	<u> </u>	\$ 145.00
7b	Plateau or equivalent	5 Gallon			s NO Dis ⁸
8	24-D or equivalent	2.5 Gallon			\$ NO BID
9	Garlon 4 or equivalent	2.5 Gallon			\$ NO BID

Bidders shall attach to bid form a current material safety data sheet and current labels for each chemical. Failure to do so may result in rejection of bid.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):					
Addendum 1 🛛 🗾	Date Received Dle 28 24				
Addendum 2	Date Received				
Addendum 3	Date Received				
BIDDER: INCLUDE FULL, ADDENDUM ISSUED WITH	SIGNED, & ATTESTED COPY OF EACH H BID SUBMISSION.				

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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vaol attached Sel

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VENDOR REFERENCES FORM

idder: Please list at least three (3) companies or govern preferably a municipality) where the same or similar ervices as contained in this specification package were n	products and/or	REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.
REFERENCE ONE		
Government/Company Name:		
Address:		
Contact Person and Title:		
Phone:	Fax:	
Email Address:	Contract Period	:
Scope of Work:		
REFERENCE TWO		
Sovernment/Company Name:	· · · · · · · · · · · · · · · · · · ·	
Address:		
Contact Person and Title:		
Phone:	Fax:	
mail Address:	Contract Period	:
cope of Work:		
REFERENCE THREE		
Sovernment/Company Name:		
Address:		
Contact Person and Title:		
hone:	Fax:	
mail Address:	Contract Period	:
cope of Work:		

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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SITEONE LANDSCAPE SUPPLY REFERENCE PAGE

4	Dis allas Caunta Caba		lena G	rade		
1	Pinellas County Schools			Jena Grage		
-	Company Name	1	Contact Pe	rson 33779		
	P.O. Box 2942	Largo	FL			
-	Street Address	City	State	2	βp	
	(727) 588-6347		,			
-	Telephone	Fax		mount & Dates	0 6/9/10	
		ndscaping & Irrigation sup	plies	\$125,000.00 6/9/1	0-0/0/13	
	Products or Services Purchased					
2	East Baton Rouge - F	Recreation & Park		e McKee		
	Company Name		Contact Pe	erson	70005	
	P.O. Box 15887	Baton Rouge	LA		70895	
-	Street Address	City	State	2	lip .	
	(225) 273-6421					
	Telephone	Fax		mount & Dates		
	Supply and deliver La	ndscape supplies		Approx. \$30,000 10	/2017 -10/2018	
-	Products or Services Purchased	by the above Reference				
3	City of Sioux Falls	Scott Ru				
•	Company Name		Contact Pe		404	
l	224 West 9th Street	City of Sioux Falls	SD		104	
	Street Address	City	State		Zip	
	(605) 367-8013					
	Telephone	Fax	*	mount & Dates		
[Supply and deliver la	ndscaping & Irrigation sup	plies	Approx. \$23,500	4/25/17 - 4/24/18	
	Products or Services Purchased				· · · · · · · · · · · · · · · · · · ·	
1						
1						
	10.0 mg/s 46150 mg		·····	······································		
š	أستحج والمستجد المتحجب والمنافع والمستجد والمستجد والمستحد والمحاص والم					

.....

......

Government Agencies That Your Firm Has Done Business With:

······

<u>All the above</u>

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

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

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

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

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

on, nor to influence any person to bid or not to bid thereon.

SiteOne Landscape Supply Bidder (Entity Nam1385 East 36th Street Cleveland, Ohio 44114

Street & Mailing Address

City, State & Zip

Telephone Numb

bids@SiteOne.com

E-mail Address

Signature

Rosalin Santiago

Print Name

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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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

Rosalin Santiago Sr. Bid Rep

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

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CI
This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 178, 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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity. SiteOne LandsCape Supply	
Check this box if you are liling an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	ropriate filing authority not Inally filed questionnaire was
Name of local government officer about whom the information in this section is being discl SiteOne Landscape Supp	osed. Ly
Name of Officer	
This section (Item 3 including subparts A, B, C, & D) must be completed for each officer w employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	nent Code. Attach additional
A. Is the local government officer named in this section receiving or likely to receive taxable it income, from the vendor?	come, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	or at the direction of the local at governmental entity?
Yes No	
C. Is the filler of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer opdirector, or holds an ownership interest of one perc	h respect to which the local ent or more?
Yes No	
D. Describe each employment or business and family relationship with the local government	officer named in this section.
Λ	
Rasalin Dontiago 07-	01-2024

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERNM CONFLICTS DISCL	ENT OFFICER .OSURE STATEMENT	FORM CIS
T	nis questionnaire reflects changes	made to the law by H.B. 23, 84th Leg., Regular Session.	OFFIGE USE ONLY
ga		riate local governmental entity that the following local ware of facts that require the officer to file this statement Local Government Code.	Date Received
ī	Name of Local Government O	flicer	
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 w	ith vendør named in item 3
5	List alfer parantial by the loss		
<u> </u>	from vendor named in item 3 o	al government officer and any family member, if aggreg exceeds \$100 during the 12-month period described by Description of Gift	Section 176.003(a)(2)(B).
ت	from vendor named in item 3 o	exceeds \$100 during the 12-month period described by	Section 176.003(a)(2)(B),
5	from vendor named in item 3 of Date Gift Accepted	exceeds \$100 during the 12-month period described by	Section 176.003(a)(2)(B).
٢	from vendor named in item 3 of Date Gift Accepted	exceeds \$100 during the 12-month period described by Description of Gift	Section 176,003(a)(2)(B).
6	from vendor named in item 3 of Date Gift Accepted	exceeds \$100 during the 12-month period described by Description of Gift Description of Gift	Section 176.003(a)(2)(B).
	from vendor named in item 3 of Date Gift Accepted Date Gift Accepted Date Gift Accepted	exceeds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary)	Section 176.003(a)(2)(B).
	from vendor named in item 3 of Date Gift Accepted Date Gift Accepted Date Gift Accepted	exceeds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary)	Section 176.003(a)(2)(B).
	from vendor named in item 3 of Date Gift Accepted	exceeds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of partury that the above statement i that the disclosure applies to each family member (as defi Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(Section 176.003(a)(2)(B).
	from vendor named in item 3 of Date Gift Accepted Date Gift Accepted Date Gift Accepted AFFIDAVIT AFFIDAVIT Sworn to and subsoribed before me.	exceeds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of partury that the above statement i that the disclosure applies to each family member (as defi Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(Section 176.003(a)(2)(B).

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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 contract within the Prime Contractor/Consultant's organization)?
🗆 Yes	🗆 No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
🗆 Yes	🗆 No	5.	Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
🗆 Yes	🗆 No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

Rosalin Santiago

Printed Name of Authorized Representative

Sr. Bid Rep

Title

Date

Signature

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

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

Contractor Name:			Н∪в: [Yes 🗌 No
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with a	area code):	
Project Title & No.:				<u>*</u> _
Prime Contract Amount: \$				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
Certifying Agency: 🛛 🗆 Tx. Bidg & Procurement	: Comm. 🗌 Jeff	ferson County 🛛	Tx Unified Certification P	rog.
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with a	erea code):	
Proposed Subcontract Amount: \$\$		Percent	age of Prime Contract:	%
Description of Subcontract Work to be Performed	:			
Printed Name of Contractor Representative	Signat	ture of Representativ	е	Date
Printed Name of HUB	Signat	ture of Representativ	e	Date

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

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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N/A - no subcontractors will be used.

NA

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

		PAGE 1 OF 4			
Bidder intends to utilize Sub Yes No	contractors/Subconsult	ants in the fulfillm	ent of this cor	ntract (if awarded).
Prime Contractor:				HUB: 🗌 Yes	🗋 No
HUB Status (Gender & Ethnicity)):				
	<i></i>				
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	1.7 African-American, 9.7% Use these g	Hispanic, 0.7% Nativo goals as a guide to div		6 Asian American.	
FOR HUB OFFICE USE ONLY:					
Verification date HUB Program Offic	e reviewed and verified HUBS	ub information	Date:	Initials:	
PART I. HUB SUBCONTRACTO					
HUB Status (Gender & Ethnicity)					
Certifying Agency: 🗌 Texas	s Bldg & Procurement Com	m. 🔲 Texas Unifie	d Certification Pr	og.	
Address:					
Street	City	State	Zip		
Contact person:		Tit	le:	- · · · · ·	
Phone (with area code):		Fax (1	with area code):		
Proposed Subcontract Amount:	\$	Pe	centage of Prime	e Contract:	%
Description of Subcontract Work	k to be Performed:				
REQUIRED FORM <u>Bidder</u> : Please complete and include with bid su					

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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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 (Gende	& Ethnicity):				
Certifying Agency:	🔲 Tx. Bldg (& Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
Address:		·····	······································		
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	ode):		Fax (with	n area code):	
Proposed Subcontra	ict Amount:	\$	Perce	ntage of Prime Contract:	%
Description of Subc	, ontract Work to	be Performed:			
•					
HUB Subcontractor					
	Name:				
HUB Status (Gender	Name: & Ethnicity):				
HUB Status (Gender ertifying Agency:	Name: & Ethnicity):				
	Name: & Ethnicity):				
HUB Status (Gender ertifying Agency:	Name: & Ethnicity): Tx. Bldg & Street	& Procurement Comm.	Jefferson County State	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Street	& Procurement Comm. City	Jefferson County State Title:	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area co	Name: & Ethnicity): Tx. Bldg & Street de):	& Procurement Comm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & Street de):	& Procurement Comm. City	Jefferson County State Title: Fax (with Percen	Tx Unified Certification Prog. Zlp	%

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

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

	All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)		
	HUBs were solicited but did not respond.		
	HUBs solicited were not competitive.		
	HUBs were unavailable for the following trade(s):		
	Other:		
Was the J	efferson County HUB Office contacted for assistance in locating HUBs?	🗌 Yes	🗌 No

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

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

Street	City	State	Zip	
Contact person:	•	Title:	·	
Phone (with area code):		Fax (with	area code):	
Proposed Subcontract Amount:\$		Percent	tage of Prime Contract:	%
Description of Subcontract Work to be Per	formed:			
Subcontractor Name:				
Address:				
Street	City	State	Zip	
Contact person:		Title:		
Phone (with area code):		Fax (with	area code):	
Proposed Subcontract Amount: \$		Percent	tage of Prime Contract:	%
Description of Subcontract Work to be Per	formed:			
REQUIRED FORM				

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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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 a	rea code):	
Proposed Subcontract Amount:	\$	Percenta	age of Prime Contract:	%
Description of Subcontract Work to be Pe	rformed:			
Subcontractor Name:				
Address:				
Street	City	State	Zip	
Contact person:	····	Title:		······
Phone (with area code):	· · · ·	Fax (with a	rea code):	
Proposed Subcontract Amount:	\$	Percenta	age of Prime Contract:	%
Description of Subcontract Work to be Pe	rformed:			
I hereby certify that I have read the HU this form, and attached any necessary information on this document may rest	support documentation	on as required.	I fully understand that inten	tionally falsifying
Name (print or type):			_	
Title:			_	
Signature:				
Date:			-	
E-mail address:				
Contact person that will be in charge of	f invoicing for this proj	ect:		
Name (print or type):				

 Title:
 REQUIRED FORM

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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

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

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

I certify that SiteOne Landscape Supply

ПИ

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is <u>Roswell</u>, <u>GA</u> (city and state).

Taxpayer Identification Number (T.I.N.):	36-4485550	
Company Name submitting bid/proposal:	SiteOne Landse pp Sur	SiteOne Landscape Supply
Mailing address:	1385 East Horizont	1385 East 36th Street Cleveland, Ohio 44114
If you are an individual, list the names and addre	····, - ···,	

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

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

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

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

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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- 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'

personally appeared day of N

Rosalin Santiago, 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

Valerie Roberts NOTARY PUBLIC STATE OF OHIO My Commission Expires 06/03/2029

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

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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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.

SiteOne Landscape Supply

Company Name

 $\frac{24-032/MR}{1FB/RFP/RFQ \text{ number}}$

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR **OFFICE USE ONLY**

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

STATE OF DHID COUNTY OF CULA haga
BEFORE ME, the undersigned authority, a Notary Public in and for the State of
on this day personally appeared Rosalin Santiago , who
(name) after being by me duly sworn, did depose and say:
"I, Rosalin Santiago am a duly authorized officer of/agent
(name) Siteline Landscape Supply
(name of firm)
foregoing on behalf of the said(name of firm)
or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon." SiteOne Landscape Supply Name and address of Bidder: 1385 East 36th Street Cleveland, Ohio 44114
Fax: <u>248.581.433</u> Telephone# 210.706.9250
by: Rosalin Santiago Title: Sr. Bid Rep
Signature: Rosellin Mentilly
SUBSCRIBED AND SWORN to before me by the above-named Rosalin Santiago on
this the 15t day of 11/14 2024.
REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.

(IFB 24-032/MR) Term Contract for Herbicides for Jack Brooks Regional Airport

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CONTRACT RENEWAL FOR IFB 22-034/MR TERM CONTRACT FOR DISASTER AND EMERGENCY REPAIR, SERVICE AND INSTALLATION OF ELECTRICAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Gulf Coast Electric Co, Inc. for one (1) year, from August 2, 2022 to August 1, 2023, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its second and final one-year option to renew the contract for one (1) additional year from July 31, 2024 to July 30, 2025.

ATTEST:

ine Acosta Hellberg, County Clerk



JEFFERSON COUNTY DEXAS

CONTRACTOR: Gulf Coast Electric Co., Inc.

CONTRACT RENEWAL FOR IFB 22-040/MR TERMITE TREATMENT FOR JEFFERSON COUNTY

The County entered into a contract with G & G Pest Control for one (1) year, from August 16, 2022 to August 15, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from August 14, 2024 to August 13, 2025.

ATTEST:

Roxanne Acosta Hellberg. County Clerk



JEFFERSON COUNTY, TEXAS

Jeff Branic inty Judge

CONTRACTOR: G & G Pest Control Hen Garr

CONTRACT RENEWAL FOR IFB 23-027/MR TERM CONTRACT FOR ROADWAY PAVEMENT MARKINGS FOR JEFFERSON COUNTY

The County entered into a contract with TRP Construction Group, LLC for one (1) year, from August 8, 2023 to August 7, 2024, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from August 7, 2024 to August 6, 2025.

ATTEST:

CRORATELY 1

Roxanne Acosta Hellberg, County Clerk



JEFFERSON COUNTY_TEXAS

County Judge

CONTRACTOR: TRP Construction Group, LLC lame



TERMINATION AGREEMENT

This Termination Agreement (this "Agreement") is entered into as of July 1, 2024 by and between Jefferson County ("Customer") and Johnson Controls, Inc. ("JCI").

WHEREAS, Customer and JCI are parties to that certain Performance Contract dated March 18, 2019 (such contract, as amended from time to time, and inclusive of all schedules thereto or associated therewith), is referred to herein as the "Performance Contract".

WHEREAS, each of JCI and Customer have concluded that it is in their respective best interests to terminate the Performance Contract and each of their respective rights, obligations, and liabilities thereunder.

NOW, THEREFORE, the parties agree as follows:

1. <u>Termination of Performance Contract</u>. The parties agree that the Performance Contract is terminated as of the date first set forth above, and neither party has nor shall have any further rights, obligations, or liabilities under or because of the Performance Contract. In connection with this termination, JCI shall have no rights or obligations to Customer under the Performance Contract (specifically including but not limited to JCI's obligations to monitor, test, measure, and report on or otherwise perform under the guarantee or planned services agreement associated with the Performance Contract); and Customer shall have no rights or obligations to JCI under the Performance Contract (specifically including but not limited to Customer's obligation to pay JCI to monitor, test, measure, and report on or otherwise perform under the guarantee or planned services agreement associated with the Performance Contract).

2. <u>Authorization and Approval</u>. Customer represents that this Agreement has been approved by it through properly noticed and legally valid action, and the person executing this Agreement on behalf of Customer is fully authorized and legally competent to execute this

1

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IN WITNESS WHEREOF, each party has caused this Termination Agreement to be executed by its duly authorized representative as of the date first written above.



JEFFERSON GOUNTY
Ву
Name Jeff Branick
Title: County Judge
ATTEST PLACES
DATE 1/23/2024

JOHNSON CONTROLS, INC.

Ву: _____

Name: <u>Matthew Singleton</u>

Title: <u>Area General Manager – South Area</u>

Contractor's Application for Payment

Owner: Jefferson County	·	•	wner's Project		
Engineer: Fittz & Shipman Inc.	in the second		gineer's Proje		21200
Contractor: Elite Contractor & E		. Co	ntractor's Pro	Ject No.:	
Project: Jack Brooks Regiona Contract:	Il Airport Jerry Ware D	rive/ Ai	rport 3rs Stree	t Reconst	ruction
Application No.: 10	Applicati	ion Dat	A DESCRIPTION OF THE OWNER OWNER		
Application Period: From	5/1/2024	ţo	5/31/	2024	
1. Original Contract Price	R	FO	IVED	\$	2,730,071.00
2. Net change by Change O	rders			\$	
3. Current Contract Price (L			3 REC'D	\$	2,730,071.00
4. Total Work completed ar	nd materials stored to	date 🛰	MK		
(Sum of Column G Lump)	Sum Lotal and Column	1-1-14nit-	ReigesTotal)	<u>\$</u>	2,730,071.00
5. Retainage a. 10% X \$ 2.	730,071.00 Work Cor		1	- 61au	1915 Afrika statisty teleport meny (
	39,337.92 Stored M			<u>_</u> \$	273,007.10
c. Total Retainage (Line	and a state of the	are: 1013		्र	273,007,10
6. Amount eligible to date (•			\$	2,457,063.90
7. Less previous payments (ication)		\$	2,453,418.90
8. Amount due this applicat				\$	276.652.10
9. Balance to finish, (Line 3	- Line 4)			\$	
Contractor's Certification				Barrissia	
The undersigned Contractor certifies, t	to the best of its knowle	dge, the	following:		
(1) All previous progress payments rec	eived from Owner on ac	count of	Work done und	der the Co	itract have been
applied on account to discharge Contri	actor's legitimate obliga	tions inc	urred in connec	tion with t	he Work covered by
prior Applications for Payment;	· · · · · · · · · · · · · · · · · · ·				
(2) Title to all Work, materials and equ Application for Payment, will pass to O	lipment incorporated in :	said Wo	k, or otherwise	listed in o	r covered by this
Application for Payment, will pass to O encumbrances (except such as are cov	ered by a bond accentat	n nee ar Ne to Ov	io clear of all lie voor indomnifie	ins, securit	interests, and
liens, security interest, or encumbranc	es); and	10 00 QN	лет воевнику	ng owner a	Banist any such
(3) All the Work covered by this Applic	ation for Payment is In a	ccordan	ce with the Con	tract Docu	ments and is not
defective.					
Contractor: Elite Contractors & E	quipment				
Signature: Cody Ellis				Date:	6/3/2024
Recommended by Engineer		Approv	ed by Owner		
BY: Benandino D hir	4		an ay attrict		
		By:			
		Title:			
Date: 06-28-2024		Date:		TUM	
Approved by Funding Agency					
Approved by Funding Agency By:		By:	Cody Ellis		
				ager	MARTIN CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR
By:		Title:	Project Man	ager	
By: Title: Date:				ager	
By: Title: Date: BlanKet 089431		Title:	Project Man	ager	
By: Title: Date: Blanket 089431 513.7091.463.6014		Title:	Project Man	ager	
By: Title: Date: Blanket 089431 513.7091.463.6014 CAG011		Title: Date:	Project Man 3/4/2024	ager	
By: Title: Date: Blanket 089431 513.7091.463.6014 CAG011 1140 Control 27		Title: Date:	Project Man 3/4/2024		
By: Title: Date: Blanket 089431 513.7091.463.6014 CAG011		Title: Date:	Project Man 3/4/2024		

501 Procter Street, Suite 323 · Port Arthur, Texas 77640 · 409-999-6023 1405 Cornerstone Court · Beaumont, Texas 77706 · (409) 832-7238 · fax (409) 832-7303 Tx Board of Prof Engineers Firm No. F-01160 • Tx Board of Prof Land Surveyors Firm No. 100186

Fittz @ Shipman, Inc.

Bernardino D. Tristan, P.E.

21200 - pay app 10 letter - final.doc

Sincerely,

For the Firm

hold of 10% retainage. We had the final walk thru with Jefferson County Airport Officials and punch list items addressed. We will recommend release of the retainage as final payment for the Landside Road Pavement Repairs. We received the Affidavit of Warranty of work for one year. If you would like to discuss this invoice, please feel free to contact me by phone at 409-832-7238.

At this time recommended payment for the project in the amount of \$276,652.10, this releases the

10% (\$273,007.10) held on all pay requests until the entire project is complete - for a total amount of \$2,730.071.10.

Project 21200.

It is our evaluation that the amount of work performed matches the amount indicated on the invoicing. It includes \$2,730,071.00 for 100% of work completed, and to release the retainage of

Activities completed from May 4 to June 03, 2024 included completion of final grading and seeding right of way, clean up around storm pipe, removal of erosion control, and traffic control operations throughout the project.

Contractor and Equipment, Inc. for the project titled "Landside Road Pavement Repairs", FS

Attached are copies of Pay Request No. 10 (06/03/24) and Summary of Payment Values from Elite

Beaumont, Texas 77705 **JBRA Landside Road Pavement Repairs** FS Proj. No. 21200 Pay Request No. 10 Final - Release of Retainage

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987) Terry G. Shipman, P.E., Senior Consultant Bernardino D. Tristan, P.E., Chief Executive Officer

Fittz&Shipman

INC

Dear Mr. Rupp:

RE:

June 28, 2024

Mr. Alex Rupp Jack Brooks Regional Airport 5000 Jerry Ware Drive Suite 100



Daniel A. Dotson, P.E., President

Consulting Engineers and Land Surveyors

Progre	Progress Estimate - Unit Price Work									Contractor's Application for Payment	dication f	ar Pavment
Owners										Channer's Profest No.		
Engmeer	·									Photoper's Project no.	!	24200
Contractor										Contractor's Project No.:	: 	00212
Contract:	AND A REAL AND AND AND AND AND AND ANALY WATE UTIVE ARDAFT SI	VVATA UTIVE/ ARPORT 3	irs street Reconstruction	uction							1	
Application No.:	ion No.: 10	Application Period:	From	05/01/24	ţ	05/31/24				Applicati	Application Date;	06/03/24
•			3	Q		1.4		н				
				Contrac	Contract Information		Wark C	Work Completed				
							Estimated	Value of Work		Work Completed	X of	
Bid Item					Unit Price	Value of Bid hem (C X E)	Quantity Incorporated in	Completed to Date	Completed to Date Materials Currently			Balance to Hnish (F
ź	Description		Item Quantity	Units	(\$)	(\$)	the Work	(s)		0 ± 0		- 9
					Onight	Original Contract					1	
,	JERRY WARE ROAD											
	Preparing RenteOt-Way			AC	500.00	2,210.00	4.42	2,210.00		2.210.001	1004	
			1.00	री	115,000.00	115,000.00	1.00	115,000.00		115.000.001	1004	
<u>_</u>	trxcavarion			<u>ی</u>	20.02	17,450.00	1,745.00	17,460.00		17 460 00	100	
+	Scalderiking:		1,988.00	2	20.00	39,760.00	1,928.00	39,760.00		39.760.001	1001	
n 4	bemanica advised concrete roadway		5,463.00 57	57	12.00	65,556.00	5,463.00	65,556.00		65,556.00	100%	-
• •			2,563.00 SY	λS	6.00	15,978.00	2,663.00	15,978.00		15.978.00	100%	
	Acmocing extense aspiral criveway		478.00	λS	20.00	9,580,00	478.00	9,560.00		9.560.00	1004	
	Removing existing asphalt turnout		255.00	72	£.00	1,530.00	255.00	1,530.00		1.530.00	1004	
'n	Removing existing 12" Storm sewer		11,00,11	5	15.00	355.00	17,00	255.00		255,00	1001	
	Removing existing 15" storm sewer			1	15.00	1,155.00	177.00	1,155.00		1.155.00	100%	
	Removing existing 18" start sewer			5	15,00	5,085,00	339.00	5,085.00		5.085.00	100%	
4:	Removing existing 24 storm server			1	15.00	720.00	48.00	720.00		720.00	100%	
	NEILINUS KAISUNK CONCIRIES SUCIRI KORT COMPIER	mpiere	6,00	EA	650.00	3,500.00	5.00	3,900.00		3,900:00	100%	
4	I REMEMBER CONTRUE FOR FOR		7,999.00 57	24	80,00	639,520.00	00.686,7	639,920.00		639,920.00	100%	•
4	7th Dainfarran concrete deimerary and		8,214.00 SY	5	22.00	180,708.00	8,214.00	150,703.00		180,708.00	100%	
24	Regards evicting readed a site as		100,200	10	80.00	46,640,00	583.00	46,640,00		46,640.00	100%	
	24" HDPE storm sewer		47 - 00'7 Ka/a	4	12.00	29,904,00	2,492.00	29,904.00		29,904.00	100%	
6	12" HDPE storm sever				10.67	4,200.00	56.00	4,200.00		4,200.00	100%	•
Ŕ	Precest Safety End Treatment SFT				00-59	14,950,00	230.00	14,950.00		14,950,001	100%	-
~	Hydromuich Seeding of ROW		24-140 EA		00.0457	34,800.00	24.00	34,800.00		34,800.00	100%	
2	Rarrivadas Slabs & Traffic Control		74.4		200,00	2,210.00	4.42	2,210.00		2,210.00	100%	1
1 5	Tame Freiss Control			2	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	•
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1	Durfart Durmant Kentifan Istitist		00.7	<u>_</u>	05'000'57	25,000.00	1.00	25,000.00		25,000.00	100%	*
\$ }	Kerlett Favment warking white		4,402.00	<u>ل</u>	4.00	17,608.00	4,402.00	17,608.00]	17,608.00	100%	
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13	Netective ravement Marking White 12		100.081	4	20.00	3,500.00	180.00	3,600.00	-	3,600.00	100%	•
28	Refective Pavenent Marking White 24"		52.00 LF		50.00	3,100.00	62.00	3,100.00	4	3,100,00	100%	•
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	Prepairing Right-Ot-Way	-	5.02	- ,	1 00 002	22 20g			·	the second se		Server and an and a server of the server of

Progress Estimate - Unit Price Work

EJCDC C-620 Contractor's Application for Payment (c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

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Unit Price

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	-			Contract	Contract information			Work Completed			Y	, 1
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23	Concrete 6" curb		_	, u	AU-MA	0,000.00	10.181	8,000.00		8,000.00		
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	o tryorated line stablizaed base			SY	22.00	102,344.00	4,552.00	102,344.00		102,344.00	100%	
a 0	Concests surfaces and a fight		<u>+</u>	~	\$0,00	58,800.00	735.00	58,800.00		58,600.00	100%	
T	Constate insertion Box		_	EA	5,800.00	46,400.00	3.00	26,500,08	19,800.00	46,400.00	100%	
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Γ	18" HDPE		465 00 1 F		20.00	28,32,00	250.85	18,813,60	7,511.40	26,325.00	100%	
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	Temp Erosion Control				8,000.00	8,000.00	001	8,000.00		NO VOV B	RUNA ANAA	
	Small Sign Assemblies				5,000.00	5,000,00	1.00	5.000.00		5 000 00	THUR I	
	Reflective Marking White 4"		2,447.00 LF	14.	4.00	9,788,00	2,447,00	9,788.00		9.788.00	100%	
1	Reflective Marking Yellow 4"		400.00 LF		4.00	1,600.00	400.00	1,600.00		1,500.00	100%	
	Reflective Marking White 24"		18.00 LF		20.00	360.00	18.00	360.00		360.00	100%	
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EJCDC C-620 Contractor's Application for Payment (c) 2018 National Society of Professional Engineers for ELCDC. All Hights reserved.

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Unit Price

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B C C C C Contract Information F G H I I Value of bid term Extimated Week Completed Week Completed Week Completed Add Materials Description Lunk Price (CX5) Interprotect of the Completed of th	plication No		Application Period		05/01/24	8	05/31/24				Apphca	rtion Date:	06/03/24
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AFFIDAVIT OF WARRANTY

CONTRACTOR:	Elite Contractors & Equipment		
PROJECTI	JBRA Landside Road Pavement Repairs		
LOCATION:	Jack Brooks Regional Airport		
WORK PERFORMED	Landside Road Pavement Repairs		
FINAL CONTRACT AMOUNT: \$2,730,071.00			
CONTRACT DATE:	07-14-2023 to 06-03-2024		

CONTRACTOR warrants and guarantees to the OWNER that all Work is in accordance with the Contract Documents and will not be defective. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by;

 Abuse, modification, or improper maintenance or operation by persons other than the CONTRACTOR, Sub-contractors, Suppliers, or any other individual or entity for whom the CONTRACTOR is responsible; or

2) Normal wear and tear under normal usage,

The Signing Officer, as titled, of said CONTRACTOR, does hereby Guarantee and Warranty in accordance with the Requirements (Plans and Specifications), all Labor and Materials on the said Project, and all work performed under the Contract between <u>Elite Contractors & Equipment</u> AND OWNER and/or assign to be free from defects resulting from faulty Workmanship and/or Materials for the Guarantee Period extending from <u>06-03-2024</u> through <u>06-03-2025</u>. Upon receipt of written notice from the OWNER, the CONTRACTOR shall remedy the defects and replace any property damaged therefrom occurring within the warranty and guarantee period, as required.

SIGNING OFFICER:	DATE: 7/1/24
GARACTER TO WALL ROUGHS	CATE:
PRINTED NAME: Cody Ellis	

Acknowledged by Monica Kelley	, Notary Public.
Printed Name <u>Monica Kelley</u> My Commission expires: <u>10/21/2025</u>	Monica Ann Kelley My Commission Expires 10/21/2026
Į.	Notary ID 133465420

Q:\PROJECTS\21200 - JBRA LS Pavement Repairs\Correspondence\21200 - Affidavit Warranty.doc

Fittz & Shipman

_____INC._

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987) Terry G. Shipman, P.E., Senior Consultant Bernardino D. Tristan, P.E., Chief Executive Officer Consulting Engineers and Land Surveyors

Daniel A. Dotson, P.E., President Donald R. King, P.E., Vice President

May 22, 2024

Final Inspection Jack Brooks Regional Airport Landside Road Improvements

F&S Project No. 21200

Date of Observation: May 21, 2024

OBSERVATIONS	 Verify inlets storm drain inlets are properly grouted. Lift hooks on inlet grates are still intact. Two existing Exit Directional Signs need to be removed on 3rd Street. Ditches need to be fine graded and free of debris, concrete, construction material, etc Broadcast seeded needs to be done after grading and debris removal. 	
ITEMS TO VERIFY/CONCLUSION	 After above items are complete the contractor will notify Fittz&Shipman, Inc. in order for final inspection to be done. 	

We appreciate the opportunity to be of service to you. If you have any questions, please do not hesitate to call.

FITTZ & SHIPMAN, INC.

Donald L. Burrell For the firm

by:

1405 Cornerstone Court - Beaumont, Texas 77706 - (409) 832-7238 - Fax (409) 832-7303 Texas Board of Professional Engineers Firm No. 1160 - Texas Board of Professional Land Surveyors Firm No. 100186

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: _Jack Brooks Regional Airport Roadway Reconstruction Jerry Ware Drive/ Airport 3rd Street

Contractor: Elite Contractors and Equipment

Description of Work: Roadway Reconstruction

The work performed under this contract has been reviewed and found to be substantially complete. The date of substantial completion is hereby established as <u>4/22/24</u>.

KNOW ALL MEN BY THESE PRESENTS:

1.) The stage of construction where, in the opinion of the Jack Brooks Regional Airport, all items of the work necessaryto enable the assets to be utilized without restrictions for the purpose for which the asset was constructed have been completed; and

2.) All pay items are complete and all necessary testing as required by the Laws and Regulations and/or Contract Documents have all been completed.

Punch List

All list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER, is attached hereto. The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the contract documents. The CONTRACTOR shall complete or correct the work on the list of items attached hereto within in 60 days from the above date of substantial completion. The responsibilities shall be as set out in the Contract Documents or on the attached hereto. If not specified in and an attachment or in the Contract Documents the CONTRACTOR is responsible for maintenance, utilities and insurance.

Elite Contractors and Equipment LTD CONTRACTOR NAME

Cody	Ellis
SIGNATURE	

4)22/24____ DATE

RECOMMENDED FOR ACCEPTANCE

Ben Tristan, P.E. ENGINEER NAME

05-22-2024 DATE

Jack Brooks Regional Airport and Jefferson County accepts the work as Substantially Complete.

Cody Ellis PROJECT MANAGER B. Tristan, P.E. ENGINEER

SIGNATURE Ren ISD A:+

DATE 05-22-2024 DATE

4/22/24

Airport Manager

SIGNATURE

DATE

	PURCHASE ORDE		P.O.: DATE: PAGE:	089431 07/14/23
SEND INVOICE TO: JEFFERSON COUNTY AUD 1149 PEARL STREET, 7 TH I BEAUMONT, TEXAS 77701	DITORS OFFICE FLOOR			*
VENDOR ADDRESS:	SH	IP FOB DESTIN) <u>.</u>
ELITE CONTRACTORS AND PO BOX 188 KIRBYVILLE, TX 75956	JAC AII 500	FERSON COUNT CK BROOKS REC PORT OFFICE 00 JERRY WARH AUMONT, TX	IONAL DR STR	
VENDOR NO:	CONTRACT NUMBER:	BUYER:		
ACCOUNT NO:	REQUISITION NO: 92534	JAMEY V REQUISITIC JAMEY V	DNED BY:	
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· · · · · · · · · · · · · · · · · · ·	BLANKET FOR LANDSIDE RO EFFECTIVE DATE: 07/11/ EXPIRATION DATE: 06/15/ NOT TO EXCEED: 2730 REMARKS: LANDSIDE ROAD PAVEMENT REH IN ACCORDANCE W/ (IFB 23-0 PAVEMENT REPAIRS AT THE JA AIRPORT; COMMISSIONERS' CO MAY 2, 2023; AND APPROVED/ EXECUTION ON JULY 5, 2023. THIS PROJECT IS 100% FUNDE ADMINISTRATION (FAA) AIRPO AIP GRANT # 37 ACCOUNT # 513-7091-463-601	23 24 0071.00 PAIRS JBRA 009/JW) LANDS ACK BROOKS RI OURT APPROVEI	SIDE ROAL	ס

FAXED	: D/	ATE	BY

 Instructions to the Vendor:	This Purchase Order is issued subject to the Terms and Conditions as set
 PO# must appear on all invoices, packing slips and correspondence. Send original and one copy of invoice to address above. 	DEBORAH L. CLARK
STATE TAX EXEMPT NUMBER: A246707 FEDERAL TAX EXEMPT NUMBER: 74-6000-291	AUTHORIZED SIGNATURE
900-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	

PURCHASING DEPARTMENT – 1149 PEARL STREET -1ST FLOOR-BEAUMONT, TEXAS 77701 – (409) 835-8593 – FAX (409) 835-8456 WHITE COPY-USER DEPARTMENT YELLOW COPY-AUDITING PINK COPY-PURCHASING

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U.S. Department of Labor Wage and Hour Division

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(For Contractor's Optional Use; See Instructions at www.dol.gov/whdfforms/wh347instr.htm) PAYROLL

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

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22 C.F.R. § 5.5(a)(3)(f) request another weeks a copy of all pointers to the Federal agency contracting for or financing the construction project. Another statement of Complement of Ye estimate that it will rade an average of 55 mitures to complete this considerunt including time for revealing instructions, sectioning estimate that it will rade an event average of 50 mitures to complete this considerunt, including time for revealing instructions, sectioning estimation of some sources, gentering that data reserve, gentering and maintenring the data reserved are completing and rade with the constraint of the maintenring the data reserved of the model of information, if year have year and the sources, gentering the data reserved the source of the s Public Burden Statement

05/10/2024

	Monica Kelley	(Name of Signatory Party) (Tritle)		(t) That t pay ar subervise the payment of the persons employed by	Elite Contractors and Equipment LTD	(Contractor of Subcontractor)	Jack Brooks Regional Airport Repairs : that during the payroll neithed commencien on the		2024 and ending the 05 day of May	all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said	Elite Contractors and Equipment LTD	(Contractor or Subcontractor)	weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other then permissible deductions as defined in Regulations, Part a not of the diversion internations.
Date ou luizuz4	Monice	(Name of Sig	do hereby state:	(1) That I pay or supen			Jack Brooks Regio	(Building or Work)	29 day of April	all persons amployed on sak been or will be made either e			veckly vrages earned by an from the full wages earned by strand of the subments of some

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wege determination incorporated into the contract; that the dassifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bora fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labov, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labov, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

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(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourty wage rates paid to each taborer or mechanic (isled in the above referenced payroll, payments of fininge benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each latorier or mechanic fistied in the above referenced payrol has been paid, as indicated on the payrol, an amount not less than the sum of the applicable basic robury wage rate plus the amount of the required fingle benefits as listed in the contract, except as noted in section 4(c) below. D

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	
NAME AND TITLE	Signature
Monica Kelley - Office Assistant	Morica Kelley
THE VALLEN. PAUSHEGATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBGOUNDATORY TO CANL OR CANNAME PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	EMENTS MAY SUBJECT THE CONTRACTOR OR E SECTION 1001 OF TITLE 18 AND SECTION 3729 OF

U.S. Department of Labor Wage and Hour Division

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

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Date 05/17/2024	l, Monica Kelley	(Name of Signatory Party)	do hereby state:	 That I pay or supervise the payment of the persons employed by 	Elite Contractors and Equipment LTD	(Contractor or Subcontractor)	Jack Brooks Regional Airport Repairs (Buliding or Work) 06 May 2024	all persons employed on said project have been paid the full weekly weekly weekly weekly weekly weekly weekly weekly on the the full weekly or indirectly to an on behalf or said	Eille Contractors and Equipment LTD	(Contractor or Subcontractor)	weekly weges samed by any person and that no dr from the full weges samed by sny person, other that 3 (29 G.F.R. Subille A), issued by the Secretary of 63 Stat. 108, 72 Stat. 967, 76 Stat. 367, 40 U.S.C., 63 Stat. 304, 72 Stat. 967, 76 Stat. 367, 40 U.S.C.,	(2) That any payrolls otherwise under this confract required to be submitted it contract and complete; that the wage rates for laborers or mechanics contained the applicable wage rates contained in any wage determination incorporated this the work he performed. set forth therein for sach laborer or mechanic conform with the work he performed.	(3) That any apprentices amployed in the above period are duly registered in a bone tide apprentice program registered with a State apprenticeship agency recognized by the Bureau of Apprenticoship and Training, United States Department of Labor, or if no such recognized agency axists in a State, are regis with the Bureau of Apprenticeship and Training, United States Department of Labor.	(4) That: (a) WHERE FRINGE BENEFITS ARE PAIL	 in addition to the basic hourly wage r the above referenced payrolt, payme have been or will be made to appropri- except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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Each laborer or mechanic listed in the above reletenced payroll has brean paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required filinge banefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
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(JUNU)

05/23/2024 Date

Office Assistant (Title) (Name of Signatory Party) Monica Kelley do hereby state; Ī

(1) That I pay or supervise the payment of the persons employed by Elitis Contractors and Equipment LTD (Contractor or Subcontractor)

941 GO Jack Brooks Regional Airport Repairs

13 day of May 2024, and ending line 19 day of May 2024 and ending line 19 day of May 2024 all perindro employed on said project trave been paid the Yaii weekly wagner earned, that no rebates have been or will be made eliter directly of indirectly to or or changing frage. (Euliding or Work) or May 13 day of

from the full Elite Confractors and Equipment LTD

(Contractor or Subcontractor)

weekiy wagwa earmad by any person aad final no deductions have been made stiller dihediy or indeacly timo the ulwages earrand by any person yang have frain permistible deductions as defined in Regulations, Part 2 to C.F.R. Solution A.J. at tweed by the Sacendary of Labor under the Copolindia Aq. as arrandaed (48 Stat. Pdf 3 Stat. 106, 72 Stat. 967; 76 Stat. 357; 40 LLSC, § 3145), sata dascribed below.

(2) That any payrals otherwise under this contract required to be submitted for the stove period are correct and complexify that it way aggre streat for abovers or measures contrating therein are not leas than the applicable way are and coulded to any wege deterministion incomportand into the contract, that the classifications set forth that who for each shorer ar mechanic conform with the work happed media.

(3) That any exprendices employed in the more period are they registered in a burs fick apprendiceship program registered with is Statis approvince and a particular strained and a presend careful and Teining. Unlied States Department of Labors, or if no noch necognized appreciationally and with the Sureau of Apprenticentify and Training, Unlied Steres Department of Labor.

(4) That (a) WHERE FRINCE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— fir addition to the basic hourly wage rates paid to each liebow or mechanic shead in the above referenced poyodi, permania of intrge benefits as listed in the contract have been or will be made to appropriets programs for the benefit of acch employees, except as noted in gedicen 4(c) fielow.

(b) WHERE FRINCE BENEFITS ARE PAID IN CASH

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
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Monlicar Keifley - Office Assistant	Monica Kelley
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ment of Labor	Division
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Wage and Hour Division			(For Contractor's O	or's (Dptional Use; See Instructions at www.dol.gov/whdiforms/wh347instr.htm)	ructions at ww	w.dol.gov/whc	d/forms/v	vh347ins	tr.htm)		U.S.W	U.S. Wage and Hour Division	U.S. Wage and Hour Division
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3	Elite Contrac	ctors ar	Elite Contractors and Equipment LTD			ADDRESS PO E	ADDRESS PC Box 188 Kirbyville, TX 75956	, TX 7595€					OMB No.: Expires: 0	OMB No.:1235-0008 Expires: 07/31/2024
PAYROLL NO. #43			FOR WEEK ENDING		05/26/2024	PROJECT AND LOCATION Landside Road Pave	Rozect AND LOCATION Landside Road Pavement Repairs Jack Brooks Airport	oairs Jack I	Brooks Ain	sort	PROJECT OR CONTRACT NO. BID (JFB 23-009/JW0)	NTRACT N	Ŀ.	
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While completion of Form WH-347 is conforral, it is mandatory for covered contractors and subcontractors performing work on Federality financed or assisted construction contracts to respond to the information contained in 29 C.F.R. 59 S.3. 5.5(a). The Copelard Act (40 U.S.C. 5 3145) contractors and subcontractors performing work on Federality financed or assisted construction contracts to respond to the information contained in 29 C.F.R. 59 S.3. 5.5(a). The Copelard Act	onal, it is mandatory (intractors performing	for covere work on i	edenally financed or ass	intractor isted or	s performing work on Faderally finance instruction contracts to "furnish weekly.	d or assisted constr a statement with nex	uction contracts to real spect to the wages pail	poind to the Int d each smploy	formation colle ree during the	iction containe preceding we	d in 29 C.F.R. §§ 3 ek" U.S. Departm	3.3, 5.5(a), The	he Copeland, (DOL) recult	Act
28 C.F.R. § 5.6(3)(i)) require contractors to submit weeky a corp of all payrolis to the Federal agency contracting the construction project, accompanied by a signed "Statement of Compliance" indicating that are correct and complete and the gency of abover or mechanic has been paid not less than the proper Davis for the work performed. DOL and federal contracting and the gencies receiving this information review the information to determine that explored legally required wages and times benefits.	's to submit weekly a he proper Davis-Gaco	r copy of a on prevail	Il payrolls to the Federal ling wage rate for the wor	agency rk perto	contracting for or financing the constru rmed. DOL and federal contracting age	ction project, acconn notes receiving this	npanieď by a signed *S information review the	Statement of O Information to	ompliance" in: determine th	liceting that th at emptoyees !	e payrolfs are corre ave received legal	ict and com	Nete and that vages and th	each laborer nge benefits,

We estimate that is will take an avarage of 55 minutes to complete this collection, including filme for reviewing instructions, searching existing data sources, garbeing and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates of any other aspect of this collection, including suggestens for reducing this burden, send them to the Administrator, Wage and Hour Division. U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Public Burden Statement

5/30/2024 Date

Monica Kelley	Assistant	
(Name of Signatory Party)	(Title)	
do hereby state:		
(1) That I pay or supervise the payment of the persons employed by		
Elite Contractors and Equipment LTD		
(Contractor or Subcontractor)		
Jack Brooks Regional Airport Repairs ; that durino ft	: that during the payrol period commen	e E
(Building or Work)		
20 day of May 2024 and ending the 26 day of	ay of May	
all persons employed on said project have been paid the full weekly wages earned, that no reb been or will be made either directly or indirectly to or on behalf of said	es earned, that no	12
Elite Contractors and Equipment LTD		

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weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below: (Contractor or Subcontractor)

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correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed. (2) That any payrolls otherwise under this contract required to be submitted for the above period are

program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor. (3) That any apprentices employed in the above period are duly registered in a bone fide apprenticeship

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic fisted in the above referenced payroll, payments of fringe benefits as fisted in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below. I

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required finge benefits as listed in the contract, except as noted in section 4(c) below. ł

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Date 7/3/2024

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f. Monica Kelley	(Name of Signatory Party)

(1) That $\mathfrak l$ pay or supervise the payment of the persons employed by

do hereby state:

Elite Contractors and Equipment LTD (Contractor & Subcontractor)

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2nd Amendment to Task Order 2023-03-TBGC-Mitigation-FMA 2020 Jefferson County PSA-RFP-23-028/MR

The Task Order 2023-03-TBGC-Mitigation-FMA 2020, which was entered into and between Jefferson County, Texas ("Client"), and Tidal Basin Government Consulting, LLC ("Tidal Basin"), on or about October 13, 2023 ("Task Order"), as amended by Amendment 1 dated January 2, 2023, is hereby further amended as follows:

- I. Section IV, Estimated Cost of Services, is hereby amended to increase the cost of the Task Order by \$22,673.68. Therefore, the total not to exceed for Task Order 2023-03-TBGC-Mitigation-FMA 2020 shall now be \$96,129.90.
- I. Except as amended herein, all terms and conditions of the Task Order, as amended by Amendment 1, shall remain the same and in full force and effect.
- **II.** Acceptance of the terms of this Amendment is acknowledged by the following signatures of the authorized representatives for each party.
- **III.** This Amendment 2 shall be effective upon execution by both Parties.

Tidal Basin Government Consulting, LLC

William J. Slatere

Digitally signed by William J. Slater Date: 2024.07.17 10:06:34 -04'00'

William J Slater

Printed Name

Vice President

Title

July 17, 2024

Date



Jefferson County, Texas

7.23.202 Date

DATE

Agreement 24-040/MR



SEPS, Inc.

Mike Howley mhowley@seps-inc.com www.seps-inc.com

Keeping You in Power JEFFERSON COUNTY 911

JEFFERSON COUNTY 911 73 Tower UPS Maintenance Proposal #: 169944 - Rev: 1 Date: 06/03/2024



73 Tower UPS Maintenance

Invoice To:	End User:	
JEFFERSON COUNTY AUDITORS OFFICE 1149 PEARL STREET 7TH FLOOR BEAUMONT TX 77701	JEFFERSON COUNTY 911	

Manufacturer	Model	Serial #	Batt Qty	Coverage	PM Frequency	Price
Emerson/Liebert/Vertiv	APS Series	1729100458AU073		FS/P/8hr	1 Major 5x8	\$3,293.00
CSB	UPS 12460 F2 FR		12	PM/8hr	Annual VRLA 5x8	\$0.00
CSB	UPS 12460 F2 FR		12	PM/8hr	Annual VRLA 5x8	\$0.00
CSB	UPS 12460 F2 FR		12	PM/8hr	Annual VRLA 5x8	\$0.00
CSB	UPS 12460 F2 FR		12	PM/8hr	Annual VRLA 5x8	\$0.00

Coverage Legend			
Coverage	Description		
FS/P/8hr	Full Service, Parts & Labor for the UPS, 8hr Emergency Response Time 7x24		
PM/8hr	Preventive Maintenance Only, 8hr Emergency Response Time 7x24, Repairs Billable		

Summary	
Jefferson County 911, 17859 Hwy 73, Winnie, TX 77665, US	\$3,293.00
Тах	\$0 .00
Total	\$3,293.00

Agreement and Terms			
Contract Start	Contract End	Payment Term	Billing Cycle
09/01/2024	08/31/2025	Net 30 Days	1 Year Annual Billing in Advance



SEPS, Inc. 7531 Brush Hill Rd., Burr Ridge, IL 60527 Phone: 630.986.8899 www.seps-inc.com Page 1 of 10 Proposal #: 169944 Date: 6/19/2024



		Avera avera	a horis
Contract Start	Contract End	Payment Term	Billing Cycle



Page 2 of 10 Proposal #: 169944 Date: 6/19/2024



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

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

JEFFERSON COUNTY 911 Signatur Signature: Date: Date: 7/3/2024 Printed Name: Robert Bundrant Printed Name: Title: Title: Regional Vice President NONERS TETER ON COUNTY A DAT





Service Agreement

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

- A. SCHEDULED MAINTENANCE:
 - 1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
 - a. Minor inspection(s) (if applicable) will be scheduled at the convenience of SEPS, Inc. and normally will not require a system shutdown.
 - b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
 - 2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.
- B. EMERGENCY MAINTENANCE:
 - SEPS, Inc. will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, SEPS, Inc. will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
 - SEPS, Inc. will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

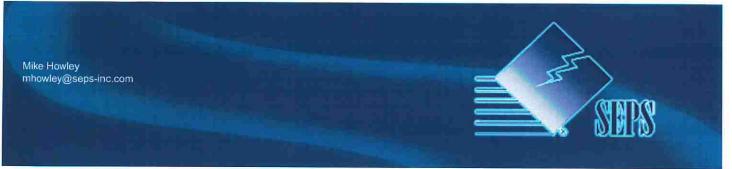
*RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY SEPS, Inc., TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.

- SEPS, Inc. will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.
- C. PARTS REPLACEMENT:
 - 1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
- 2. Any parts replaced under this Agreement will become the property of SEPS, Inc.
- D. ITEMS NOT COVERED BY THIS AGREEMENT:
 - 1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
 - 2. Work not covered by this Agreement will be evaluated by SEPS, Inc. and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.
- E. EQUIPMENT LOCATION:
 - 1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
 - Customer will provide adequate working space and facilities for use by SEPS, Inc. and proper storage of spare parts. Customer will allow SEPS, Inc. ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.
- F. BATTERIES:
 - Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery
 maintenance is provided by SEPS, Inc., it will be performed in accordance with general manufacturer's recommendations and standard industry
 practice. SEPS, Inc. assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.
- G. TERM and TERMINATION:



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

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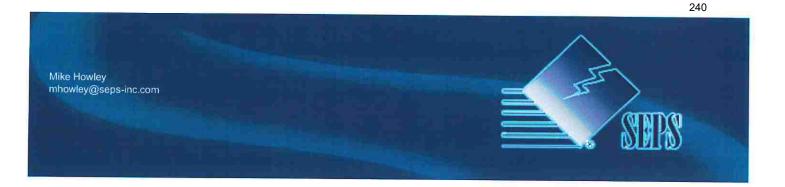


- 1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
- 2. Notwithstanding the foregoing, Customer or SEPS, Inc. may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) SEPS, Inc., at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due SEPS, Inc.; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by SEPS, Inc. prior to the effective date of early termination.
- H. EXCLUSIONS:
 - 1. If included under Remedial coverage, equipment that has not been serviced by SEPS, Inc. is subject to inspection by SEPS, Inc. to determine if it is in acceptable working condition prior to acceptance of this Agreement by SEPS, Inc. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by SEPS, Inc. will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
 - 2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:
 - a. Persons other than SEPS, Inc. attempt to repair or maintain the equipment covered by this Agreement;
 - b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by SEPS, Inc., its agents, or employees;
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
 - d. Reasonable access to the covered equipment is denied to SEPS, Inc.;
 - e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
 - f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
 - g. SEPS, Inc. is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
 - h. SEPS, Inc. is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.
- I. SAFETY REPRESENTATIVE:
 - Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever SEPS, Inc. is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.
- J. CUSTOMER RESPONSIBILITIES:
 - 1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:
 - a. A Safety Representative, as provided for in Paragraph I;
 - b. Inspection and replacement of air filters on a routine basis;
 - c. All applicable equipment areas kept clean and free of loose debris.
 - d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
 - e. Humidity control in all applicable equipment areas to prevent condensation;
 - f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.
- K. ASSIGNMENT/SUBCONTRACTING:



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





Critical Power Service

Attachment U100

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

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

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

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

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

Rev. 03/10/14





UPS Inspection Major

Attachment U200

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

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

I. Visual Inspection

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



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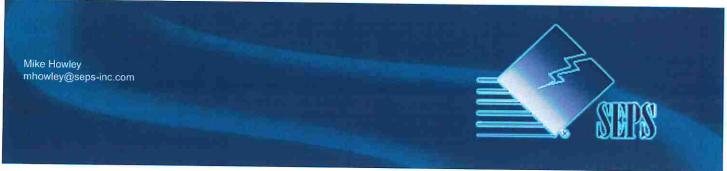
- A. UPS area ambient temperature and condition of ventilating equipment.
- B. General Cleanliness of UPS Power Module
- C. General Cleanliness of UPS area.
- D. Replace all air filters.
- E. Clean control panel/CRT screen.3
- V. Battery Cabinet Checks
 - A. General appearance of Battery System (all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

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

Rev. 02/28/14



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Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

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

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

Annual/Semi-Annual Maintenance Inspection Includes:

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

Rev. 9/17/13



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CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "Agreement"), effective as of the latest date shown on the signature block below (the "Effective Date"), is entered into between CentralSquare Technologies, LLC with its principal place of business in Lake Mary, FL ("CentralSquare") and Jefferson County, TX ("Customer"), together with CentralSquare, the "Parties", and each, a "Party".

WHEREAS, Customer entered into a prior agreement for Software products with NaviLine, a CentralSquare Technologies, LLC company; and

WHEREAS, Customer is a currently licensed end user of the NaviLine Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all NaviLine Software products, services, and contractual obligations; and

WHEREAS, Customer desires to discontinue use of the NaviLine Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the NaviLine Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain software applications ("Solutions") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	Jefferson County
1000 Business Center Drive Lake Mary, FL 32746	1149 Pearl Street Beaumont, TX 77701
By: Coustopper Copiland	By:
Print Name: Christopher Copeland	Print Name: Jeff Branick
Print Title: Assistant General Counsel	Print Title: County Judge
Date Signed: 7/17/2024	Date Signed: 1-33:2024
Solution: NaviLine PA	ATTEST DE DUC

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "Initial Term").

<u>Renewal Term</u>. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

<u>Non-Renewal</u>. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.



Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

- 1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
 - 1.1. "Affiliate" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
 - 1.2. "Authorized User" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
 - 1.3. **"Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
 - 1.4. "CentralSquare Systems" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
 - 1.5. "Customer Data" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
 - 1.6. **"Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
 - 1.7. "Defect" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
 - 1.8. "Delivery" means:
 - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
 - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
 - 1.9. **"Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
 - 1.10. "End User Training" means the process of educating general users of the Software on the operation of the Software.
 - 1.11. "Entity" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
 - 1.12. **"Hardware**" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
 - 1.13. "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
 - 1.14. "Managed Services Hardware" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
 - 1.15. "Maintenance" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)

- 1.16. "New or Major Releases" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
- 1.17. "Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health Information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the foregoing.
- 1.18. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.20. "Reliability Period" is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.21. "Software" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.22. **"Software Version**" means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.23. "Solutions" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 1.25. "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

- 2.1. <u>License Grant.</u> For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use

shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

- 2.3. <u>Documentation License</u>. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. <u>Application Programming Interface "API"</u>. If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.
- 2.5. <u>Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.
- 2.6. <u>Managed Services Hardware</u>. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.
- 2.7. <u>Reservation of Rights</u>. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.
- 3. <u>Use Restrictions</u>. Authorized Users shall not:
 - 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
 - 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
 - 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

- 5.1. <u>Customer Systems and Cooperation</u>. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. <u>Effect of Customer Failure or Delay</u>. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. <u>Corrective Action and Notice</u>. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. <u>Maintaining Current Versions of CentralSquare Solutions.</u> In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

- 6.1. <u>Compliance with Customer Policies</u>. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.
- 6.2. <u>Contributed Material</u>. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("Contributed Material"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.
- 8. Security.
 - 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
 - 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
 - 8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.
- 9. <u>Personal Data</u>. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:
 - 9.1. Customer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
 - 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
 - 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
 - 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
 - 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. <u>Intellectual Property Warranty</u>. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. <u>Intellectual Property Remedy</u>. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. <u>Software Warranty</u>. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this

Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

- 10.4. <u>Software Remedy</u>. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.
- 10.5. <u>Services Warranty</u>. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, 10.6. Disclaimer of Warranty. CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.
- 11. <u>Notices</u>. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare :	CentralSquare Technologies, LLC 1000 Business Center Dr. Lake Mary, FL 32746 Phone: 407-304-3235 Attention: Legal/Contracts
If to Customer:	Jefferson County
	1149 Pearl Street
	Beaumont, TX 77701
	Phone: 409-835-8593

Email: deb.clark@jeffcotx.us Attention: Deb Clark

12. Force Majeure.

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. <u>CentralSquare Indemnification</u>. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's

performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. INTENTIONALLY DELETED

13.3. "Claim" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.
- 15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:
 - 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
 - 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.
 - 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.
 - 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
 - 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
 - 15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
 - 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
- 16. <u>Assignment</u>. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that

in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

- 17. <u>Dispute Resolution</u>. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
 - 17.1. <u>Good Faith Negotiations</u>. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
 - 17.2. <u>Escalation to Mediation</u>. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
 - 17.3. <u>Confidential Mediation</u>. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
 - 17.4. <u>Litigation</u>. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.
- 18. <u>Waiver/Severability</u>. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 19. <u>LIABILITY</u>. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:
 - 19.1. NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND
 - 19.2. CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.
- 20. <u>Insurance</u>. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.
- 21. <u>Third-Party Materials</u>. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 22. <u>Subcontractors</u>. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

- 23. <u>Entire Agreement</u>. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- 24. <u>Amendment</u>. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 25. <u>No Third-Party Beneficiaries</u>. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. <u>Counterparts</u>. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. <u>Material Adverse Change</u>. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. <u>Cooperative Purchases</u>. This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. Order of Precedence.

- 29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
 - 29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 29.3. Incorporated Exhibits to this Agreement:
 - Exhibit 1: Solution(s) and Services Fee Schedule
 - Exhibit 2: Maintenance & Support
 - Exhibit 3: CentralSquare Access Management Policy
 - Exhibit 4: Certificate of Insurance (Evidence of Coverage)
 - Exhibit 5: Statement of Work
 - Exhibit 6: Using/Accessing Agency Guidelines (if applicable)
 - Exhibit 7: Service Level Commitments (if applicable)
 - Exhibit 8: Managed Services Provisions (if applicable)
 - Exhibit 9: Third-Party Terms and Conditions (if applicable)
 - Exhibit 10: Community Data Platform Agreement (if applicable)
 - Exhibit 11: Cloud Backup Policy

136,120.07 USD

Software Total

EXHIBIT 1 Solution(s) and Services Fee Schedule

Quote #: Q-146522

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WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME		UNIT PRICE 42.000.00	DISCOUNT	TOTAL 42,000.00
1.	Horizon Cloud for NaviLine Annual	I	42,000,00		
2.	Access Fee Modifications Annual Access Fee	16	100.00 5,997.62		1,600.00 5,997.62
3.	NaviLine Cash Receipts-Annual	1	0,001.02		
4.	Access Fee NaviLine Cloud Test Environment	1	12,000.00		12,000.00
5.	Annual Subscription Fee NaviLine Document Management	1	2,268.00	- 533.63	1,734.37
6.	Services Annual Access Fee NaviLine Fixed Assets-Annual	1	5,690.06		5,690.06
7.	Access Fee NaviLine Global Financials Annual	1	0.00		0.00
8.	Access Fee NaviLine GMBA w/Extended	1	23,597.55		23,597.55
9.	Reporting Annual Access Fee NaviLine Payroll/Personnel-Annual	1	19,464.00	- 924.26	18,539.74
10.	Access Fee NaviLine Purchasing/Inventory-	1	12,960.73		12,960.73
	Annual Access Fee NaviLine User Interface Annual	1	12,000.00		12,000.00
	Access Fee				
			So	ftware Subtotal Discount	137,577.96 USD - 1,457.89 USD

WHAT SERVICES ARE INCLUD	ED?
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	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	10,000.00
2.	NaviLine Cloud Test Environment Cloud Setup Fee	2,000.00

3.	Public Administration Development Services - Fixed Fee	10,140.00
4.	Public Administration Project Management Services - Fixed Fee	21,450.00
5.	Public Administration Technical Services - Fixed Fee	21,645.00
	Services Subtotal Discount	65,235.00 USD - 6,825.00 USD
	Services Total	58,410.00 USD

HARDWARE INCLUDED

1.	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
	VPN Hardware and Support	1	2,700.00	2,700.00
		· •	lardware Total	2,700.00 USD

QUOTE SUMMARY

Software Subtotal

137,577.96 USD

Services Subtotal

65,235.00 USD

Hardware Subtotal2,700.00 USDQuote Subtotal205,512.96 USDDiscount- 8,282.89 USD

Quote Total 197,230.07 USD

WHAT ARE THE RECURRING FEES?

ТҮРЕ	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	2,000.00
FIRST YEAR SUBSCRIPTION TOTAL	136,120.07
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date,
- Annual Subscription Fees shall increase by 5% each year.

Services:

Payment Schedule:

	Implementation Services			
30%	Due on Effective Date			
20%	Due at Project Kickoff			
15%	Due at completion of 1 st End User Training Session			
30%	Due at Go Live			
5%	Due at completion of Reliability Period			

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the
 preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment
 Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest

rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

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EXHIBIT 2 Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

- 1.1. <u>Software Version</u>. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. <u>Updates.</u> From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. <u>Releases</u>. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <u>https://support.centralsquare.com/s/contact-us</u>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. <u>Customer Responsibilities</u>

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time		
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.		
Priority 2 – Critical	customer's operation but there is capacity to	Priority 2 issues must be called in via 833-278-7877 ar will be immediately answered and managed by the fir available representative.		
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	immediately answered and managed by the first		
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via <u>Https://support.centralsquare.com/s/contact-us</u>		

- 7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
 - 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
 - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
 - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
 - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 — Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
 - 9.1. <u>Maintenance</u>. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
 - 9.2. <u>Incidents and service requests</u>. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 10. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 11. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 12. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3 CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <u>https://securesupport.centralsquare.com</u>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection, the agency personnel would then notice of disconnection, the agency personnel would then notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

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EXHIBIT 4 Certificate of Insurance (Evidence of Coverage)

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(Attached)



STATEMENT OF WORK (SOW)

Jefferson County, TX

NaviLine Cloud Modernization



Executive Summary

This document is the Statement of Work (SOW) for services related to an On-Premise to CentralSquare Cloud Migration as identified in the Order (the "Agreement") for Jefferson County, TX ("Customer"). CentralSquare Technologies, LLC ("CentralSquare") will provide the services identified in the Agreement as further described in this SOW to assist the Customer in migrating the CentralSquare software from an On-Premise solution, within the Customer's network to a solution hosted in CentralSquare's Cloud data center. The specifics of the component systems are identified in the Software License and Services Agreement (the Agreement). This SOW is incorporated into the Agreement.

This SOW is intended to be a planning and control document and not the detailed requirements or design of the solution.

The Deliverables listed herein are considered requirements of the project and have an assigned lead which has been noted in the table below and may be updated from time-to-time during project progress meetings. Any such changes shall not alter the intent of the contract.

Project Overview

The customer has contracted for premise-based CentralSquare NaviLine Public Administration applications to be

migrated into the CentralSquare Cloud.

Duties and Responsibilities of Customer

- · Provide primary project contact to work directly with the CentralSquare Project Manager
- Provide network information where necessary to set up a VPN for secure data access
- Work with 3rd party software vendors to secure proper licensing for non-CentralSquare applications included in this agreement to be hosted in the CentralSquare Cloud
- Test Cloud environment to ensure critical processes function as expected. These include, but are not limited to:
 - o Security
 - o Interfaces from Third Party systems
 - o Payroll
 - o Accounts Payable
 - o General Ledger Posting
 - o Reporting
 - o Workflow

Duties and Responsibilities of CentralSquare

- A project manager will be assigned after contract execution who will serve as the primary CentralSquare contact for the project and facilitate the implementation of your Cloud environment
- Provide an environment in the CentralSquare cloud with the software licensed as detailed in this Agreement
- Maintain the environment to ensure all software is compliant with the CentralSquare requirements including
 - o Current software version upgrades for CentralSquare applications
 - o Current operating system versions and patches
 - o Current networking security
 - o Confirm any 3rd party software to be hosted is currently supported by the software vendor
- Provide 24/7/365 monitoring of the environment along with proactive troubleshooting

MORE INFORMATION AT CENTRALSQUARE.COM



Stages and Milestones

- 1. Project Kickoff Meeting
- 2. Review Meetings with Customer/Project Team
- 3. Configuration and Installation of VPN
 - o[™] VPN RFI
 - o Technical call with Network teams
 - o Initial Configuration and shipment of the VPN appliance
 - o VPN racked and connected by customer
 - Final Configuration and connectivity testing of VPN
- 4. Provision Server Environment
- 5. Application Installation
- 6. Setup User Environment / Data Seeding from premise environment
- 7. Initial Testing
- 8. Mock Migration
- 9. Acceptance Testing
- 10. Go-Live Testing /Go Live
- 11. Configure Additional Environment(s)



Change Requests and Changes to this Statement of Work

The Customer and CentralSquare may request a change to this scope of work by following the process outlined in this section.

Either party may request changes in scope. The parties honor such a request only if it becomes a formal Change Order.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change
- Specifications if applicable
- Implementation Plans
- Schedule for completion
- · Verification and Approval criteria
- · Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine agreement to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the Dispute Resolution process below.

Dispute Resolution Procedures

The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and CentralSquare will utilize the following Dispute Resolution Procedure

All communication regarding the project should be directed to CentralSquare and Customer's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the CentralSquare Project Manager and the Customer's Project Team (including the Customer's Project Manager).

All issues or concerns will be discussed actively and openly between CentralSquare's Project Manager and the Customer's Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate to CentralSquare management.



NaviLine Specific Responsibilities and Deliverables

The responsibilities and deliverables for CentralSquare and the Customer for NaviLine Cloud migrations are addressed in this section.

CentralSquare responsibilities and deliverables

Networking

- Provide VPN RFI (Request For Information) to assist with configuration of VPN device provided to facilitate communication between Customer and CentralSquare data centers
- Provide VPN router / firewall for installation on customer network for connectivity to Cloud systems
- Configure VPN / firewall rules for inbound access to Cloud Systems, outbound access to Customer premise systems
- Provide NATs/PATs for any premise systems or printers that require access from Cloud systems

NaviLine v9.1 IBMi systems

- Set up Cloud IBMi VM (dedicated or shared environment) to support NaviLine
- Provide lists from current Premise IBMi premise system, with recommendations for migration to Cloud IBMi for:
 - User profiles
 - Printers, remote output queues and any associated workstation customization objects
 - Libraries
 - QDLS folders & IFS directories, including file shares, where applicable
 - Job scheduler entries
 - System values
 - System reply list entries
- Create new objects, based on lists provided
 - User profiles, printers, and remote output queues via standards for Cloud IBMi systems
 - Optionally copy initial programs prior to migration
 - Optionally copy reports from select output queues after migration
 - Copy / set up existing objects from Premise IBMi to Cloud IBMi, based on lists provided
 - Libraries, QDLS folders, and IFS directories
 - Set up file shares
 - Merge job schedule entries, system values, and system reply list entries
- Review TCPIP configuration and add to Cloud VM, as necessary, for:
 - Host table entries (including those for QNTC connections, if any)
 - Specific Routes
 - Application specific attributes
- Load existing third party applications associated with NaviLine, where applicable such as:
 - Axes & LongRange for Mobiles
 - DataGate for DMS
 - Jacada for NaviLine Java UI
 - Profound for NaviLine HTML5 UI
 - XML4RPG for Web Enablement
- Assist with migration/Installation of additional third party applications to be migrated
- Verify job queue entries for batch work management



- Review initial list of test users to verify access to Cloud systems prior to turnover for testing
- Provide Testing Guidelines document to assist customer in developing a test plan
- Support testing efforts, escalating to Application Support, as necessary
- Perform Mock Go Live, refreshing data from lists above, as necessary
- Jointly develop Go Live Plan with customer

Go Live Support

- Perform Go Live, refreshing data from lists above, as necessary
- Prepare Cloud systems for access, per Go Live Plan

Post Go Live activities

- Provide Post-Go Live Support for one week, prior to turnover to Application Support
- Create test environment from a copy of production 30 days post-go live, if applicable
- Test environment data refreshes: once a client is live in cloud data center, the client may request up to two test environment data refreshes per year if the client is current on their support agreement.
 Additional data refreshes are available at a cost and a quote will be provided if requested.

Customer responsibilities and deliverables

Networking

- Complete VPN RFI document supplied by CentralSquare
- Assist with installation of CentralSquare provided VPN router/firewall
 Note: If customer equipment will be used in place of CentralSquare, customer is responsible for configuration of their equipment
- Update network routing to direct traffic destined for the Cloud systems to route over the VPN

NaviLine systems

- Review lists provided above and supply feedback on what to migrate to Cloud systems
- HR.NET
 - Configure individual installs of HR.NET (on the workstations) to point to Cloud IBMi VM

DMS

Configure new Windows server or instance to point to Cloud IBMi VM
 Optionally, retain existing DMS server, but arrange for testing windows to point existing DMS to Cloud IBMi

Customer Owned Third Party Applications

- Identify any third party applications that will be migrated to Cloud systems such as; ACOM, OptiSpool, Quatred, etc.
- Arrange for license acquisition/transfer to Cloud systems
- Coordinate the migration of these applications from Premise to Cloud, as needed

Interfaces and File Transfers

• Identify all interfaces and file transfers to/from current Premise IBMi

Testing

- Develop test plan for testing applications on Cloud systems
- Coordinate with customer test teams to execute test plan



- Include all printers, third party applications, interfaces, and file transfers
- Provide signoff for testing efforts at least one week prior to Go Live
- Jointly develop Go Live Plan with CentralSquare

Go Live Support

- Prepare on Premise NaviLine solution for migration
 - Complete payment processing, bill runs, etc.
 - Disable access to premise NaviLine
- Assist CentralSquare with data refresh as needed
 Arrange for overnight tape shipment to CentralSquare data center, if applicable
- Provide resources over Go Live weekend to validate the Cloud systems as operational
 - Run balancing reports
 - Verify access, printing, and other identified critical business processes
 - Perform any changes on premise to support the migration to Cloud systems
 - Update desktop software suites, shortcuts, etc.
 - Update interfaces to point to Cloud systems
 - Copy DMS documents from old server to new server; or point current DMS server to Cloud IBMi

DEVELOPMENT

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Services Scope of Project

Provide for migrating specifically named user written MODs to be managed by CentralSquare in the library HTEMODJ. The objects and brief estimate is listed below. Item #12 below could not be estimated because the source code could not be found for investigation. It will need to be evaluated and estimated once the source is found. An estimated 43 source objects will be added to the CentralSquare Annual Mod Retrofit Contract.

1) LONGRPT - Report of employees due for longevity increases

- 1 QRPGSRC 3 PR files
- Simple (just move it)
- 0.5 hrs

2) GFAPI006/GFAPI006GM - Imaging API modified to pull images from a folder on our server

- 2 programs with custom variables and logic
- Medium
- 1.0 hr



3) GMREV*/GMA* - GMBA Custom Option 17 - Prepare Revenue Accounts for Budget - This populates GM201WP.

- 3 QCLSRC, 3 QRPGSRC
- Medium (remove hardcoded library names)
- 3 hrs

4) GF070I/GMAPI1099 - Vendor Inquiry/Retrieve Vendor Info to bring Vendor Name into the 1099 Information Display.

- 2 RPGLE
- Medium
- 2 hrs

5) GMM001CL/RTGMCK3 - Clear GMBA Checks - Takes the fixed length formatted file containing the cleared check info and marks the check records clear.

- 1 CL/1 RPG
- Medium, non base code
- 1 hr

6) PRM001CL/RTPRCK3 - Clear PR Checks - Takes the fixed length formatted file containing the cleared check info and marks the check records clear.

- 1 CL/1 RPG (same as #5)
- Medium, non-base code
- 0.5 hr

7) JRACTBL* - GMBA Custom Option 101 - Creates an account balance download file from GM210AP. Download file contains Fiscal Year, Account Balance, Account Number.

- 1 RPGLE
- Medium, non-base code
- 0.5 hr

8) JR310* - GMBA Custom Option 552 - Renumber selected batch number by fiscal year in GM310GP in vendor # order.

- 1 RPGLE/1 DSPF w/2 screens
- Medium, non-base code
- 1.0 hr

9) PH541* - Fix Employee Accrual Time (PR541AP) - PH541#12: Fix 'ST' to allow max of 1440 - PH541#5NH: Fix 'VT' for new hires round off based upon hire month - PH541#6: Fix 'VT' for regular employees round off

- 6 RPG
- Medium, non-base code
- 6.0 hrs

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10) PH575LTX1 - Called from mod to PR575CL to produce custom TCDRS Retirement Report

- 1 RPG
- Medium, non-base code
- 1.0 hr

11) PR598LC/PH598*/PPR1RS1/PPAPPR1P - Build positive pay file in format required by bank and produce reports for a custom payroll register and employees with 0 gross

- 3 RPG, no PP* objects found in HTEUSRJ but many were found in CLOBJLIB
- Large, non-base code
- 24 hrs

12) PPAP1RS1/PPAPC01P - Build positive pay file in format required by bank

- 1 RPG/1 PF, source not found
- Medium, non-base code
- No estimate

13) PH600CL1/PH600CMRA/PH600CL2/PH600CL3/PH600CM - GMBA Custom Option 52 - Pay Period Comparison Report

- 2 CL/3 RPG
- Medium, non-base code
- 5.0 hrs

14) PHBUD* - Manually run - Program to update GM215AP for budget.

- 4 RPG
- Medium, non-base code
- 4.0 hrs

15) PH015FIX - Manually run - Program to update Next Years Budget amount in PRO15AP with the proposed raise.

- 1 RPG
- Medium, non-base code
- 1.0 hrs

16) PH500#981 - Manually run - Program to update PR500AP/PR700AP with pay raises.

- 1 RPG
- Medium, non-base code
- 1.0 hrs



This estimate will expire 30 days after the date of this correspondence.

NOTES:

• Client agrees to test this modification within 30 days of delivery on whichever environment of choice. Failure to test within 30 days may require an additional quote.

• All Development Quotes are subject to annual maintenance/subscription charge to allot for customized modification to be retrofitted for newer releases when upgrading. Annual Fee maybe included on the quote for retrofit maintenance annually as an estimate only but final number will be determined by developer and renewals. All Annual Fees are subject change based on amount of sources and objects as items maybe required to be modified once program has been completed.

• (IF APPLICABLE) All custom reports are not all applicable for retrofit coverage and base load, custom reports are not stipulated under CST maintenance coverage, and certain reports may not be applicable for maintenance coverage within BASE code.

• (IF APPLICABLE) Client is responsible for the creation and maintenance of a Test environment when the mod requires



TECHNOLOGIES

file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.

• (IF APPLICABLE) Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through Secure Link, an additional quote may be required. Voorhees ASP clients are excluded from any additional Secure Link cost.

• Client is responsible for providing access to all environments that modifications may need to be

Ioaded to. (IF APPLICABLE) Client is also responsible for providing access to any Test environment(s).
This work will be based on the current version (23.+) and/or higher may require that the client load this version as part of the SCR. Please note, IF details indicate that this is not required, this item is not applicable.

Any additional work, not included in the scope of this agreement, may require an additional quote.
Project Management (PM): Prof-Scvs.: Qty: Applied

Services will not be scheduled until a signed quote has been received.

NOTE: Request will be: ____= One Time Process, _X = Custom Modification, ____= Base Feature If Custom Modification is required, then the estimated future cost for retrofitting and support will be applied once mod is completed. See Note Statement indicating that all Funded Development Quotes are subject to annual maintenance fee.

All Funded Development Quotes are billed Fixed Fee – As per quote stipulations – See Quote for Details FDI/CASE # (1225633)

EXHIBIT 6 Intentionally Omitted

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EXHIBIT 7 Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. Service Level Commitments

- A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.
- B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.
- C. Calculation. Service availability for a given month shall be calculated using the following calculation:
 - I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
 - II. Service availability targets are subject to change due to the variance of the number of days in a month.
 - III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.
- D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

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and the second		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
Less than 99.9% but greater than or equal to 99.	0%	5%
Less than 99.0% but greater than or equal to 95.	0%	10%
Less than 95%		20%

- E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.
- 2. <u>Exceptions.</u> The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:
 - A. <u>Internet Access</u>. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;
 - B. <u>Customer's Internal Network Issues</u>. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

- C. <u>Third-Party Acts</u>. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;
- D. <u>Gross Negligence or Willful Misconduct</u>. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,
- E. <u>Force Majeure</u>. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.
- 3. <u>Server Performance & Capacity.</u> The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).
- 4. <u>Non-Production Environments.</u> Included in the subscription fee is access to the training environment during the hours of 8:00am 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

EXHIBIT 9 Intentionally Omitted

EXHIBIT 10 Intentionally Omitted

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EXHIBIT 11 Cloud Backup Policy

Horizon Cloud Solutions Backup Policy

Introduction

Data is one of CentralSquare's most important assets. In order to protect data from loss or destruction, it is imperative that it be safely and securely captured, copied, and stored. The goal of this document is to outline a policy that governs how and when data residing on Horizon Cloud servers will be backed up and stored for the purposes of providing restoration capabilities.

What is Backed Up under this Document

This policy refers to the backing up of data that resides on Horizon Cloud Solution's servers. Servers and the files and/or data types on these servers that are covered by this policy include:

- IBMi databases in the Cloud Solutions data centers
- Windows servers in the Cloud Solutions data centers
- SQL server databases in the Cloud Solutions data centers
- Unix server databases in the Cloud Solutions data centers
- Network device configurations in the Cloud Solutions data centers

Backup Schedule

Daily tasks

The following tasks are to be performed on a daily basis:

TIME	TASK	OWNER		
12:00 AM (Server's local time)	IBMi Incremental backup of all objects since last full system save	Cloud Solution IBMi team		
Staggered, 10:00 PM to 3:00 AM ET	Differential backup of all SQL databases	Cloud Solutions SQL database administrator		
	incremental backup of all Windows Servers	Cloud Solutions Windows Infrastructure team		
every hour	transactional log backups of all SQL databases	Cloud Solutions SQL database administrators		

Weekly tasks

The following tasks are to be performed on a weekly basis:

DAY	TIME	TASK	OWNER

Saturday	Staggered, 10:00 PM to 3:00 AM ET	Full backup of all SQL databases	Cloud Solutions SQL database administrator
Saturday		Full backup of all Windows servers	Cloud Solutions Windows infrastructure team
Sunday		Full backup of all IBMi servers	Cloud Solutions IBMi team

Monthly tasks

The following tasks are to be performed on a monthly basis:

DAY	TIME	TASK	OWNER
Last Sunday of the month	12:00 AM (Server's local time)	Full backup of all IBMi servers	Cloud Solutions IBMi team
First day of the month	Staggered, 10:00 PM to 3:00 AM ET	SQL databases	Cloud Solutions SQL database admins
Last Saturday of the month	Staggered, 10:00 PM to 3:00 AM ET	Windows	Cloud Solutions Windows Admins

Annual tasks

The following tasks are to be performed on a yearly basis:

DATE	ТІМЕ	TASK	OWNER
Last Sunday of the year	12:00 AM (Server's local time)	Full backup of all IBMi servers	Cloud Solutions IBMi team
First day of the year	Staggered, 10:00 PM to 3:00 AM ET	SQL databases	Cloud Solutions SQL database admins
First day of the year	Staggered, 10:00 PM to 3:00 AM ET	Windows servers	Cloud Solutions Windows infrastructure team

Offsite Storage of Backups

All backups are saved to a backup appliance and continuously replicated to an off-site CentralSquare Cloud Solutions data center

Reporting

Each day a report detailing the success, failure, and any details of note should be submitted to the Cloud Solutions Infrastructure Team.

This report shall include:

- Any errors reported by hardware or software
- Backup success or failure

Backup Retention Policy

Data to be backed up under the terms of this document shall be retained for the following periods of time. If an exception to any of these periods is required, the interested party should contact the backup administrator. Any exceptions should be documented separately (see below).

SERVER	FILE NAME/ DATA TYPE	BACKUP PERIOD	BACKUP TYPE	RETENTION PERIOD
		Daily	Full	32 days
Windows	Pollovitor de la tra	Weekly	Full	14 Weeks
servers	Full system data	Monthly	Full	13 Months
		Yearly	Full	3 Years
Windows	Test	Daily	Full	14 days
Servers	environment	Weekly	Full	6 Weeks
	data	Monthly	Full	12 Months
	IBMi databases	Daily	Incremental	2 weeks
IBMi servers		Weekly	Full	5 weeks
		Monthly	Full	1 year
		Yearly	Full	3 years
	SQL Databases	Daily	Incremental	32 days
SQL DB		Weekly	Full	14 weeks
JQLDD		Monthly	Full	13 Months
		Yearly	Full	3 years
	Tect COL	Daily	Incremental	14 days
SQL DB	Test SQL Databases	Weekly	Full	6 Weeks
		Monthly	Full	12 Months

* The current policy is subject to change as needed.



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <u>https://enterprise.spectrum.com/</u> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Altoria Prince Telephone: 409-217-1760 Email: altoria.prince@charter.com

Customer Information			
Customer Name JEFFERSON COUNTY (HQ)		Order # 13980465	
Address 1149 Pearl St Beaumont TX 77701			
TelephoneEmail:(409) 835-8599deb.clark		k@jeffcotx.us	
Contact Name	Telephone		Email:
Deb Clark	(409) 835-8599		deb.clark@jeffcotx.us
Billing Address 1149 Pearl St Beaumont TX 77701			
Billing Contact Name	Telephone		Email:
Deb Clark	(409) 835-8599		deb.clark@jeffcotx.us



NEW AND REVISED SERVICES AT 1149	Pearl St , Be	aumont TX	77701	
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Deluxe	36 Months	1	\$100.00	\$100.00
SBB Equipment	36 Months	19	\$35.79	\$680.01
TOTAL*				\$780.01

ONE TIME CHARGE(S) AT 1149 Pearl	St , Beaumont T>	(77701	
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
SBB Installation Fee	19	\$25.00	\$475.00
TOTAL*			\$475.00





- 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
- 2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
- 3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

Signature:	
Printed Name: JEAF Branick	
Title: County Judge	
Date: 07/03/2024	
ATTEST DIO AMA DATE DAULTOZA	



- 1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
- 2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
- 3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE
Signature:
Printed Name: JEFF Branick
Title: County Judge
Date: 07 28 2024

Page 4 of 5



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CUSTOMER POINT OF CONTACT INFORMATION

Charter Contact (Sales)Altoria PrinceService OrderService LocationLocal Site Contact InformationNumber:Service LocationLocal Site Contact InformationSite Contact EmailStreet AddressSite Contact NameSite Contact Email1149 Pearl St ,Phone NumberSite Contact Email1149 Pearl St ,Tedo Croch ClorkHone Number1040 Eaumont TX 77701Tedo ClorkHone Number1000 ClorkHOOLHOOL1000 ClorkHOOL<	Please use this form to provide updated contact information for your individual sites.	vidual sites.	Is site specific contact info needed?	
Incal Site Contact Information Site Contact Name Site Contact Phone Number Phone Number Phone Number Phone Number Phone Clark Phone Number	Service Order Number:	06396063	Do all sites share one contact?	
Site Contact Name Site Contact 77701 Todoorah Clark Hord Ease Bage Hord Ease Bage Clerb Clark UC		Technical Contact Information (ie. Phone/Data Vendor)	(ie. Phone/Data Vendo	E.
77701 Deborah Clark 409.836.8599 deb.clark@yeftcof	Contact Site Contact Email	Technical Contact Name	Technical Contact Phone Number	Technical Contact Email
HOG. B36.8599 deb. Clarka reftor				
HOG. 836.8599 Cleb. Clarka reffcotx.us		Jeff RASS		
deb. clarka reficity. us	o	10-929-901	L+	
	cotx.us	jett. rosse je	jeffcotx.us	

SE Pointof Contact Information v 230912

Confidential

Page 1 of 1

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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

Date: July 23, 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.

ATTE 1/24/224	contact person: Donta Miller	SHERIFF	SHERIFF	contact person: Laurie Leister	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	COUNTY CLERK	DEPARIMENT													
Approved by Commissioners' Court:		METAL SHIPPING CONTAINER (7'11x5'10"X7'7")	METAL SHIPPING CONTAINER (7'11x5'10"x7'7")		ZEBRA PRINTER	ITHACA POSJET 1500 RECEIPT PRINTER	ITHACA POSJET 1500 RECEIPT PRINTER	ITHACA POSJET 1500 RECEIPT PRINTER		ITHACA POSJET 1500 RECEIPT PRINTER	DESCRIPTION OF PROPERTY																			
an m					54J1608008908	54J164100908	41J103304852	54J182300137	41J084705348	41J083900059	41J084705350	54J150702508	54J151702223	41J084705356	541J64100944	41J084705341	SM005247793	SM005247786	SJ005253236	SM005247788	SM005254360	SJ005087419	SJ005227678	SJ005087418	SJ004798762	SM005247792	SJ004652723	SM005247791	SERIAL NO.	
COUNTY COUNTY		2 ANS SIONERS UN	- Construction														36004	36005		36003	360071	35252	36003	35251	36243	36001	36480	36006	ASSET NO.	ACCET NO

JEFFERSON COUNTY, TEXAS 1149 PEARL STREET BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

July 23, 2024

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Approved by Commissioners' Court:

CONFERENCE AND CONTRACTOR



DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
TAX OFFICE - BEAUMONT	CUMMINS-ALLISON JET SCAN	14062757814011	34904
TAX OFFICE - BEAUMONT	CITIZEN PRINTER	13Z0950	
TAX OFFICE - BEAUMONT	CUMMINS-ALLISON JET SCAN	14062894912201	34281
TAX OFFICE - BEAUMONT	CITIZEN PRINTER	124086	34305
contact person: Cheryl Ellis			
TAX OFFICE - MID COUNTY	CUMMINS-ALLISON JET SCAN	14062346313164	34602
TAX OFFICE - MID COUNTY	CITIZEN PRINTER	1430612	
TAX OFFICE - MID COUNTY	CUMMINS-ALLISON JET SCAN	14062322415104	35358
TAX OFFICE - MID COUNTY	SN3C PRINTER	190816T1849	
contact person: Summer Polk			
TAX OFFICE - PORT ARTHUR	CUMMINS-ALLISON JET SCAN	14062306613134	34604
TAX OFFICE - PORT ARTHUR	CITIZEN PRINTER	1340318	34605
contact person: Elisha Montiel			
PURCHASING	4-DRAWER LEGAL FILE CABINET		
PURCHASING	BROTHER FAX MACHINE		29607
PURCHASING	LARGE PAPER CUTTER		
contact person: Sylvia Moore			

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DISPOSAL OF SALVAGE PROPERTY

JEFFERSON COUNTY, TEXAS 1149 PEARL STREET BEAUMONT, TX 77701

July 23, 2024

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



Office (409) 835-8442 Fax (409) 835-8628 eddle.arnold@jeffcotx.us

EDDIE ARNOLD Jefferson County Commissioner Pct. #1

MEMORANDUM

TO:Fran Lee, AuditingFROM:Lori Fountain Pct. #1 Road and BridgeDATE:07/10/2024RE:Funds Transfer

والمستحدين والمحاجب والمحاجب والمستحدة والمستحدة والمتعاد والمتعادية والمتحدية المتحاج والمحاصر الوالي المراجعة		-		
			·····	
120-9999-415-9999	Contingency			\$ 29,560.
8				
111-0109-431.60-14	Capital-Buildings & Structures		\$ 29,560.	
	120-9999-415-9999 8 111-010 % -431.60-14	8	8	8

This transfer request is to cover the concrete construction of the new fuel island with a covered awning. See attached estimates.

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

Thank you. Lori

Hollier Construction 6650 Hwy 69 South, Beaumont Tx, 77705 Phone 409-719-2919 Cell 409-963-8069

Invoice No.

67 001 0011011100000000000000000000000000	TE FOR THE REAL PLACE FOR THE CONTRACT OF THE STREET AND THE STRE		BID
Customer	annen zun eine eine eine eine eine eine eine ei	Misc	
Name Address Clty Phone	JEFFERSON COUNTY PRECINT 1 2025 W HWY 90 CHINA TX 409 434-5430	date Order No. Rep FOB	6/18/2024
Qty	Description	Unit Price	TOTAL
1	INSTALL 10 X 20 FREE STANDING COVER OVER GAS PUMPS FOUR 4X4 POST ,WITH GUTTER ON BACK. SINGLE SLOP COVER ALL GALVANIZED MATERIAL ,WITH COLORED TRIM AND GUTTER TOTAL BID		\$ 5,580.00
Payment	Select One Tax Rate(s)	SubTotal Shipping 0.00%	\$ 5,580.00
Comments Name	NO TAX CHARGED	TOTAL	\$ 5,580.00
CC# Expires	Office Use	Only	. С. ² . г. работ ославнотари с ренат. _{Останор} и
s w fato analysis of the second s		 The state of the s	
			
uiii5e kiyaatommikaarakkeenig			Net all the second life an even

Cell Phone (409) 963-8069

Hollier Constructior

invoice No.

BID

6650 Hwy 69 South, Beaumont Tx, 77705 Phone 409-719-2919 Cell 409-963-8069

Customer	nanya manda manda mahana manda mananan pana kana kana kana kana kana kan	annar an an ann an	Misc	
Name Address	JEFFERSON COUNTY PRECINT 1 2025 W HWY 90		date Order No.	6/18/2024
City Phone	CHINA TX 409 434-5430		Rep FOB	An and a second se
Qty	Description		Unit Price	TOTAL
1	POUR 4000LB CONCRETE 6" THICK WITH 12X1 WITH LIGHT BROOM FINISH.	2X1/4 WIRE MESH	• • • • • • • • • • • • • • • • • • •	
2	6" PIPE BALLARDS 3' IN GROUND AND 3' ABOV CENTERS PAINTED RED IN COLOR 1' INSIDE C ON TWO SLABS THAT ARE 14' X 26 AND 4" X 1	OF CONCRETE	Annual Sector and Annual Sector and Annual Sector Annual Sector Annual Sector Annual Sector Annual Sector Annua	
	TOTAL BID			\$23,980.00
: : :			-	
House and a second particular and a			SubTotal Shipping	\$ 23,980.00
Payment	Select One	Tax Rate(s)	0.00%	
Comments Name	NO TAX CHARGED		TOTAL	\$ 23,980.00
CC # Expires		Office Usc	Only	
	······			
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Cell Phone (409) 963-8069

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Jefferson County

Everette "Bo" Alfred Commissioner

Precinct Four

P.O. Box 4025 Beaumont, Texas 77704-4025 409-835-8443 phone www.co.jefferson.tx.us/prct4/index.html

MEMO

RE:	Transfer Funds - Out of Series
DATE:	July 16, 2024
FROM:	Commissioner Everette Alfred
TO:	Ms. Rebekah Patin, Auditing

Please make the following transfer as indicated:

Transfer **\$2,000** from 114-0402-431.30-69 (Road Markers, Signs, Etc.) into account # 114-0405-431.40-18 (Road Machinery); and

Transfer **\$10,000** from 114-0402-431.50-53 (Rent Equipment) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

Thank you.

EA/nr



(409) 835-8450 Phone (409) 839-2350 Fax 1085 Pearl St, Room 103 Beaumont, TX 77701

Jevonne Smith Pollard Constable, Precinct One

July 16, 2024
Fran/ Auditing
Constable Jevonne Pollard
Transfer of Funds

Please transfer the funds to the account number listed below:

\$700.00 from Ammunition 120-3065-425-3002 to Over Time Allowance 120- 3065-425-1098

\$400.00 from Books Printed 120-3065-425-3010 to Over Time Allowance 120-3065-425-1098

Laster Scrips \$1500.00 from Salaries/Wages/Deputies 120-3065-425-1043 to Over Time Allowance 120-3065-425-1098

-For budget adjustment for overage.

1

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

Sincerely,

Jevonne "J.C." Pollard Constable Precinct 1

301

memo

Jefferson County Sheriff Office

IU. REDERALI S. PALIT	To:	Rebekah S. Patin
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From: Donta Miller

Date: 7/17/2024

Re: Budget transfer request (Sheriff's Law Enforcement)

Please make a budget transfer to move \$15,000 from 120-3059-421.50-16 Criminal Investigation to 120-3059-421.60-14 Building and Structures. The current A/C unit is not working due to wear and tear and can not be repaired.

Thanks,

Chief Donta Miller

PUBLIC DEFENDER CONTRACT

JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts ("Courts") [appointing authority] and <u>kaegan Minaldi</u> ("Attorney") [contractor], and Jefferson County, Texas ("County") [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts' Indigent Defense Plan ("Plan"), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

<u>Case Categories Covered</u>: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

<u>Compensation</u>: Attorney agrees to accept \$4,375.00 dollars (Four Thousand Three Hundred Seventy Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education ("CLE") requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$4,375.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm'n, "Parties").

² Id. at § 174.14 ("Awarding the Contact").

³ Id. at § 174.18 ("Minimum Attorney Qualifications").

⁴ Id. at § 174.17 ("Scope of Contract").

⁵ Id. at § 174.25 ("Compensation and Payment Process").

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

<u>Term of Contract</u>: This contract becomes effective on the July 15, 2024, with compensation prorated where appropriate. This contract is automatically renewed on a <u>month-to-month term basis</u> unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

<u>Contract Termination</u>: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

<u>Independent Contractor</u>: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ Id. at § 174.24 ("Investigators and Experts").

⁷ Id. at § 174.16; 174.25 ("Term of Contract" and "Compensation and Payment Process").

⁸ *Id.* at § 174.16 ("Term of Contract").

⁹ Id. at § 174.22 ("Standards of Representation").

¹⁰ Id. at §§ 174.19; 174.20 ("Duration of Representation" and "Substitution of Attorneys").

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the $plan^{13}$.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

<u>Caseload Limitations</u>: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload ...¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

<u>Conflict</u>: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

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¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ Id. at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ Id. at § 174.21 ("Caseload Limitations").

¹⁵ Id. at § 174.23 ("Conflicts of Interest").

immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

(a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.

(b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.

(c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.

(d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.

(e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

Millen Contract Public Defender [contractor]

2A137995 SBOT Number

7/11/2024

¹⁶Id. at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:

Criminal District Court Judge [appointing authority]

7/11/24 $\frac{1}{\text{Date}}$

County Judge, Jefferson County, Texas [contracting authority]

Date

252nd District Court Judge [appointing authority]

Date

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2024



Fran Lee - County Auditor

FRAN LEE COUNTY AUDITOR (409) 835-8500



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

July 15, 2024

Honorable Commissioners Court: Judge Jeff R. Branick Commissioner William "Eddie" Arnold Commissioner Cary Erickson Commissioner Michael "Shane" Sinegal Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2024, together with the results of operations of the budget for the nineth period then ended.

Revenue:

Total budgeted revenue collected for the nine months ending June 30, 2024, is \$152,744,654. Budgeted Revenues are \$159,150,047 leaving \$6,405,393 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$107,176.539 for the first nine months of the year. This amount represents 97% of the budgeted amount of \$110,285,337.

Sales Taxes:

Seventy-six percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$31,800,000.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits has exceeded the budgeted amount of \$409,800 by \$310,566.

Intergovernmental:

Eighty-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,442,000.

Fees:

Ninety-six percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,241,410 for the year.

Fines and Forfeitures:

Eighty-one percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,400,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$2,541,500 by \$5,016,047.

Other Revenues:

Other Revenue has exceeded the budgeted amount of \$30,000 by \$7,239.

Expenditures:

Overall for the County's budgeted funds, sixty-seven percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$168,258,115, which includes General Funds and debt service funds, excluding budgeted transfers of \$8,769,435 for the fiscal year ending September 30, 2024.

Please call me if you have any questions on the enclosed report.

Sincerely,

Fran M2-er

Fran Lee County Auditor

JEFFERSON COUNTY, TEXAS FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY FOR THE MONTH ENDING JUNE 30, 2024 TABLE OF CONTENTS

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Statement of Comp Time Liability	11-12

Jefferson County, Texas Consolidated Balance Sheet For The Month Ending June 30, 2024

	-	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS								
Cash and Cash Equivalents Receivables & Prepaids Intergovernmental Receivable Due From Other Funds Inventory Other Assets	\$:s -	117,036,201 6,752,424 81,051 150,000 862,543 103,828	63,971,726 16,173 - - 18,408 -	10,180,186 - - - - - -	5,788,980 256,308 - - - -	3,718,232 342,186 6,134,967 190,056 81,394,670	6,258,687 \$ - - - - - -	206,954,012 7,367,091 81,051 6,284,967 1,071,007 81,498,498
Total Assets	\$_	124,986,047 \$	64,006,307 \$	10,180,186 \$	6,045,288 \$	91,780,111 \$	6,258,687 \$	303,256,626
LIABILITIES AND FUNI	D B	ALANCE/EQUITY	<u>/</u>					
Payables Intergovernmental Payables	\$	3,332,315 360	366,715 141	-	-	1,220,908 22	3,571,122 \$	8,491,060 523
Due To Other Funds		-	-	-	-	6,134,967	-	6,134,967
Other Liabilities		6,290,399	538,331	-	243,598	5,536,563		12,608,891
Fund Balance/Equity		115,362,973	63,101,120	10,180,186	5,801,690	78,887,651	2,687,565	276,021,185
Total Liabilities and Fund Balance/Equity	\$ =	124,986,047 \$	64,006,307\$	10,180,186 \$	6,045,288 \$	91,780,111 \$	6,258,687 \$	303,256,626

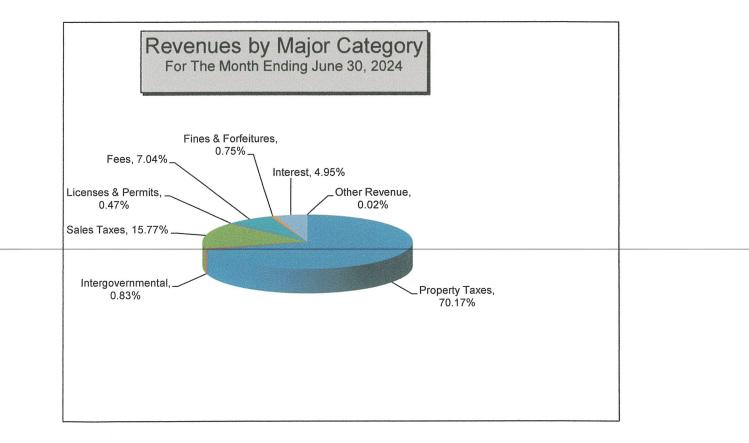
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Jefferson County, Texas Statement of Changes in Fund Balances For The Month Ending June 30, 2024

		5/31/2024			6/30/2024					
	-	Fund Balance	Receipts	_	Disbursements		Transfers In(/Out)	Prior Period Adjustment	_	Fund Balance
Jury Fund	\$	222,854	\$ 84,977	\$	67,711	\$	-	\$ -	\$	240,120
Road & Bridge Pct. 1		5,671,737	645,239		89,388		-	-		6,227,588
Road & Bridge Pct. 2		1,736,673	645,239		140,357		-	-		2,241,555
Road & Bridge Pct. 3		471,413	645,339		244,351		_			872,401
Road & Bridge Pct. 4		3,104,599	646,946		127,316		-	_		3,624,229
Engineering Fund		582,040	7,740		87,022		-	-		502,758
Parks & Recreation		61,389	7,349		6,552		-	-		62,186
General Fund		102,106,108	5,212,096		9,730,099		(839,581)	-		96,748,524
Mosquito Control Fund		1,917,402	12,356		182,359		-	-		1,747,399
Tobacco Settlement Fund	-	3,085,389	10,824	-	-				_	3,096,213
Total General Funds		118,959,604	7,918,105		10,675,155		(839,581)	-		115,362,973
Total Special Revenue Funds		74,045,812	3,962,625		14,963,948		56,631	-		63,101,120
Total Capital Project Funds		10,169,083	35,590		24,487		-	-		10,180,186
Total Debt Service Funds		5,751,515	50,175		-		-	-		5,801,690
Total Enterprise Funds		78,402,088	472,942		770,329		782,950	-		78,887,651
Total Internal Service Funds	_	1,862,650	2,756,475	-	1,931,560		-	-	_	2,687,565
Total Balances	\$_	289,190,752	\$ 15,195,912	\$ =	28,365,479	\$_		\$ 	\$_	276,021,185

Jefferson County Texas Statement of Revenues by Category - Compared with Budget Allocation For The Month Ending June 30, 2024

Category	Cumulative Actual		Annual Budget	-	Unrealized Balance	Percentage Unrealized
Property Taxes \$	107,176,539	\$	110,285,337	\$	3,108,798	2.82%
Sales Taxes	24,087,738		31,800,000		7,712,262	24.25%
Licenses & Permits	720,366		409,800		(310,566)	-75.78%
Intergovernmental	1,262,844		1,442,000		179,156	12.42%
Fees	10,762,308		11,241,410		479,102	4.26%
Fines & Forfeitures	1,140,073		1,400,000		259,927	18.57%
Interest	7,557,547		2,541,500		(5,016,047)	-197.37%
Other Revenue	37,239		30,000		(7,239)	-24.13%
				_		
\$	152,744,654	\$_	159,150,047	\$_	6,405,393	4.02%



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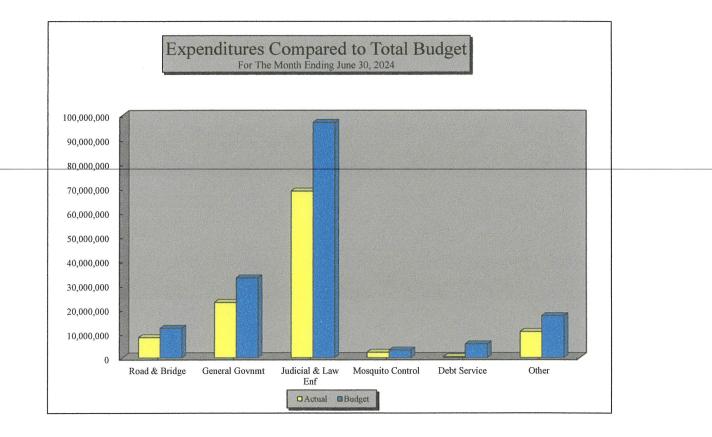
	October 2023						Cumulative		Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance
Jury Fund										
Current Taxes	\$ 17,453 \$	\$ 103,500 \$	61,442 \$	3,586 \$	1,491 \$	897 \$	839	\$ 189,208 \$	193,829 \$	4,621
Delinquent Taxes	63	50	(2)	(6)	(8)	29	18	144	282	138
Jury Fees	11,226	5,149	5,734	6,580	5,780	6,184	5,790	46,443	60,000	13,557
Other Revenue	71,793	-	228	90	80,006	-	78,330	230,447	210,500	(19,947)
Road & Bridge Pct. 1										
Current Taxes	81,492	483,271	286,890	16,746	6,961	4,186	3,917	883,463	905,040	21,577
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	1,139	698	5,642	11,180	5,538
Intergovernmental Revenue	-	-	-	-	- 1	-	-	-	-	-
Auto Registration Fees	-	78,707	-	-	-	-	598,310	677,017	625,000	(52,017)
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	48,358	22,675	356,175	525,000	168,825
Sales, Rentals & Services	76,033	-	661	-	400	-	-	77,094	-	(77,094)
Fines and Forfeitures	34,662	13,876	20,642	25,741	22,797	23,948	19,639	161,305	200,000	38,695
Road & Bridge Pct. 2										
Current Taxes	81,492	483,271	286,890	16,746	6,961	4,186	3,917	883,463	905,040	21,577
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	1,139	698	5,642	11,180	5,538
Intergovernmental Revenue	-	-	-	-	-	-	-		-	-
Auto Registration Fees	-	78,707	-	-	-	-	587,967	666,674	625,000	(41,674)
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	48,358	33,018	366,518	525,000	158,482
Sales, Rentals & Services	7,529	_	-	-	-	-	-	7,529	-	(7,529)
Fines and Forfeitures	34,673	13,876	20,642	25,741	22,797	23,610	19,639	160,978	200,000	39,022
Road & Bridge Pct. 3										
Current Taxes	81,492	483,271	286,890	16,746	6,961	4,186	3,917	883,463	905,040	21,577
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	1,139	698	5,642	11,180	5,538
Intergovernmental Revenue	-	_	-		-	-	-	-		-
Auto Registration Fees	-	78,707	-			-	587,967	666,674	625,000	(41,674)
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	48,358	33,018	366,518	525,000	158,482
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Fines and Forfeitures	34,681	13,858	20,620	25,741	22,797	23,610	19,739	161,046	200,000	38,954
Road & Bridge Pct. 4										
Current Taxes	81,492	483,271	286,890	16,746	6,961	4,186	3,917	883,463	905,040	21,577
Delinquent Taxes	2,480	1,974	(84)	(251)	(314)	1,139	698	5,642	11,180	5,538
Intergovernmental Revenue	-	- -	-	-	-	-	-	-	9,000	9,000
Auto Registration Fees	-	78,707	-	-	-	-	587,967	666,674	625,000	(41,674)
Road & Bridge Fees	114,033	34,124	39,484	55,034	42,467	48,358	33,018	366,518	525,000	158,482
Sales, Rentals & Services	10,374	500	-		2,250	3,749	1,051	17,924	-	(17,924)
Fines and Forfeitures	34,682	13,863	20,620	25,742	22,798	23,842	20,295	161,842	200,000	38,158
Other Revenue	-	-	-	-	-	-	-	-	-	-

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	October 2023							Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance
Engineering Fund										
Current Taxes	\$ 99,992 \$	592,980 \$	352,018 \$	20,548 \$	8,542 \$	5,136 \$	4,807 \$	1,084,023 \$	1,110,497 \$	26,474
Delinquent Taxes	3,314	2,638	(112)	(335)	(419)	1,522	933	7,541	14,937	7,396
Licenses and Permits	1,410	760	430	290	1,020	270	1,500	5,680	4,500	(1,180)
Sales, Rentals & Services	500	500	500	1,000	500	-	500	3,500	1,000	(2,500)
Parks & Recreation								а.		
Current Taxes	1,820 395	10,795 314	6,408	374	155	94	88 111	19,734 898	20,216 1,779	482 881
Delinquent Taxes			(13)	(40)	(50)	181				
Sales, Rentals & Services	18,092	4,540	5,043	4,676	3,460	7,098	7,150	50,059	70,100	20,041
General Fund	0.646.105	51 0 7 (170	20 120 500				115 (00)	02 722 007	06 010 172	2 22 4 22 4
Current Taxes	8,646,135	51,274,178	30,438,509	1,776,735	738,577	444,133	415,620	93,733,887	96,018,173	2,284,286
Delinquent Taxes	263,746	209,977	(8,916)	(26,676)	(33,339)	121,164	74,234	600,190	1,188,946	588,756
Sales Taxes	3,312,854	3,428,329	3,441,096	3,370,137	3,116,339	4,108,193	3,310,790	24,087,738	31,800,000	7,712,262
Other Taxes	-	-	-	-	-	~	37,239	37,239	30,000	(7,239)
Licenses and Permits	73,485	33,328	34,368	38,080	459,154	41,133	35,138	714,686	405,300	(309,386)
Intergovernmental Revenue	48,719	97,180	92,321	77,824	464,195	55,852	150,099	986,190	1,222,500	236,310
Fees of Office	760,725	282,842	329,402	382,250	301,018	315,580	271,802	2,643,619	3,427,360	783,741
Other Sales, Rentals & Svcs.	1,429,407	(171,951)	605,839	295,808	251,749	1,034,724	337,796	3,783,372	3,082,950	(700,422)
Fines & Forfeitures	107,878	102,568	55,341	78,483	55,201	45,988	49,443	494,902	600,000	105,098
Interest	3,059,219	623,362	823,276	881,648	678,248	703,487	529,935	7,299,175	2,420,000	(4,879,175)
Other Revenue	-	-	-	-	-	-	-	· -	-	-
Mosquito Control Fund										
Current Taxes	221,977	1,316,392	781,466	45,615	18,962	11,402	10,670	2,406,484	2,465,260	58,776
Delinquent Taxes	5,991	4,770	(203)	(606)	(757)	2,752	1,686	13,633	27,009	13,376
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund										
Intergovernmental Revenue	-	-	-	-	46,207	-	-	46,207	-	(46,207)
Interest	31,118	12,233	14,005	15,950	12,991	13,799	10,824	110,920	58,000	(52,920)
Debt Service										
Current Taxes	509,155	3,019,447	1,792,470	104,628	43,493	26,154	24,475	5,519,822	5,507,202	(12,620)
Delinquent Taxes	18,378	14,961	(790)	(1,394)	(1,199)	9,137	5,462	44,555	72,327	27,772
Interest	7,189	15,020	25,609	29,715	24,014	25,667	20,238	147,452	63,500	(83,952)
Other, Sales, Rentals & Svcs.		-			-					_
Total	\$ 19,746,688 \$	63,432,139 \$	40,243,814 \$	7,494,041 \$	6,565,625 \$	7,294,067 \$	\$\$ =	152,744,654 \$	159,150,047 \$	6,405,393

Jefferson County, Texas Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended For The Month Ending June 30, 2024

	Cumulative Actual		Annual Budget	U —	Inencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 434,923	\$	620,291	\$	185,368	29.88%
Road & Bridge Funds	7,410,573		10,670,052		3,259,479	30.55%
Engineering Fund	831,856		1,320,759		488,903	37.02%
Parks & Recreation Fund	152,417		238,596		86,179	36.12%
General Fund:						
General Government	22,820,979		32,927,600		10,106,621	30.69%
Judicial	15,898,022		23,390,079		7,492,057	32.03%
Law Enforcement	52,379,934		73,026,761		20,646,827	28.27%
Education	324,974		498,415		173,441	34.80%
Health & Welfare	5,804,782		9,654,872		3,850,090	39.88%
Maintenance	2,879,834		4,447,473		1,567,639	35.25%
Other	1,489,523		2,413,523		924,000	38.28%
Mosquito Control Fund	2,211,805		3,136,844		925,039	29.49%
Tobacco Settlement	250,000		250,000		-	-
Debt Service Funds	367,450	and an international strengthme	5,662,850		5,295,400	93.51%
	\$	\$	168,258,115	\$	55,001,043	32.69%



Jefferson County, Texas Statement of Expenditures - Compared With Budget Allocation For The Month Ending June 30, 2024

	October 2023								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 154,824 \$	38,821	\$ 56,294 \$	60,651 \$	22,640 \$	19,933 \$	67,711	\$ 14,049	434,923 \$	620,291	\$ 185,368
Road & Brdg Pct. 1	371,909	124,267	400,645	181,055	185,671	113,853	89,388	673,582	2,140,370	3,078,174	937,804
Road & Brdg Pct. 2	392,055	159,780	138,116	214,098	158,517	147,237	140,357	160,734	1,510,894	2,158,316	647,422
Road & Brdg Pct. 3	445,329	151,164	193,726	230,318	195,479	137,959	244,351	88,532	1,686,858	2,469,733	782,875
Road & Brdg Pct. 4	945,239	126,898	134,800	151,587	193,919	174,463	127,316	218,229	2,072,451	2,963,829	891,378
Engineering	262,919	87,443	88,518	128,578	87,478	88,212	87,022	1,686	831,856	1,320,759	488,903
Parks & Recreation	43,135	11,630	20,940	17,028	13,125	13,446	6,552	26,561	152,417	238,596	86,179
Tax Assessor/Coll.	1,047,430	318,363	325,977	460,268	307,070	301,998	298,152	5,212	3,064,470	4,841,597	1,777,127
Human Resources	105,337	36,484	35,502	57,093	61,861	37,017	35,401	2,512	371,207	570,555	199,348
County Auditor	467,755	135,819	132,281	206,231	138,713	136,005	138,818	247	1,355,869	1,967,550	611,681
County Clerk	534,059	173,680	175,005	260,399	173,053	173,040	180,874	5,110	1,675,220	2,715,659	1,040,439
County Judge	217,619	71,874	77,953	90,382	75,102	66,853	72,379	289	672,451	1,132,850	460,399
Risk Management	78,849	25,605	30,906	34,108	18,095	18,340	23,862	1,179	230,944	376,313	145,369
County Treasurer	103,690	34,672	34,264	41,792	28,114	29,366	29,759	765	302,422	419,962	117,540
Printing Department	27,458	5,427	7,355	12,458	10,792	7,774	13,940	9,386	94,590	169,513	74,923
Purchasing Department	150,918	51,133	51,581	74,518	49,363	42,095	41,941	13,670	475,219	694,102	218,883
General Services	3,532,959	1,385,418	186,324	2,776,927	1,094,515	725,781	937,624	138,825	10,778,373	15,079,647	4,301,274
MIS	1,594,343	163,322	169,091	239,176	189,487	210,865	202,656	37,891	2,806,831	3,655,555	848,724
Voter's Registration	57,269	43,199	9,974	11,659	6,859	9,533	9,386	-	147,879	226,800	78,921
Elections	452,262	(115,233)	43,570	193,447	40,359	118,966	92,203	19,930	845,504	1,077,497	231,993
District Attorney	1,789,048	646,191	615,580	903,357	633,469	616,974	599,145	12,678	5,816,442	8,452,756	2,636,314
District Clerk	534,826	185,134	183,864	278,119	188,365	183,762	184,910	14,877	1,753,857	2,488,629	734,772
Criminal Dist. Court	377,942	128,604	152,556	182,744	138,390	157,999	125,681	53	1,263,969	1,874,401	610,432
58th Dist. Court	77,763	26,404	25,884	38,746	26,093	25,996	26,363	200	247,449	362,681	115,232
60th Dist. Court	82,924	28,264	27,657	41,113	28,117	27,763	28,364	251	264,453	379,306	114,853
136th Dist. Court	83,618	28,423	28,619	41,526	28,217	28,726	28,026	(2)	267,153	380,995	113,842
172nd Dist. Court	82,629	27,502	28,046	40,401	27,481	27,773	27,712	223	261,767	361,382	99,615
252nd Dist. Court	280,127	97,949	145,185	132,228	101,827	114,087	116,936	2,858	991,197	1,391,294	400,097
279th Dist. Court	131,937	52,118	57,979	66,975	56,983	52,867	59,308	238	478,405	698,351	219,946
317th Dist. Court	119,829	42,243	44,658	55,438	43,262	38,560	46,554	1,078	391,622	610,049	218,427
J.P. Pct. 1 Pl 1	100,086	32,715	33,459	47,750	33,006	33,152	32,537	209	312,914	458,931	146,017
J.P. Pct. 1 Pl 2	105,167	36,627	35,644	52,807	36,159	35,683	35,551	133	337,771	476,552	138,781
J.P. Pct. 2	84,300	28,316	34,489	50,583	35,793	34,259	34,224	497	302,461	426,657	124,196
J.P. Pct. 4	104,154	35,706	36,668	52,956	35,233	34,590	33,694	198	333,199	478,698	145,499
J.P. Pct. 6	103,084	33,977	33,088	49,843	34,580	34,040	34,821	65	323,498	464,336	140,838
J.P. Pct. 7	98,058	34,447	. 33,291	50,973	34,510	35,269	36,534	654	323,736	465,187	141,451
J.P. Pct. 8	57,936	19,097	15,586	19,736	15,385	13,338	13,947	207	155,232	460,011	304,779
Cnty. Court at Law 1	130,475	44,670	44,211	66,095	44,161	43,941	45,123	104	418,780	588,317	169,537
Cnty. Court at Law 2	137,919	42,384	45,036	61,303	47,269	44,489	52,076	494	430,970	731,478	300,508
Cnty. Court at Law 3	177,995	61,261	64,892	90,135	^{72,077} 7	64,635	59,838	37	590,870	921,471	330,601
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Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2024

		October 2023												Cumulative	Annual	U	nencumbered
		December	January	February	March		April		May	_	June	Encumbrances		Total	 Budget		Balance
Court Master	\$	125,561	\$ 44,631	\$ 45,955	\$ 61,574		43,080		46,220		44,062	\$-	\$	411,083	\$ 592,556	\$	181,473
Dispute Resolution		68,680	27,232	24,104	33,729	\$	21,925	\$	22,248	\$	22,075	1,201		221,194	326,041		104,847
Comm. Supervision		3,690	520	124	124		1,096		808		2,046	-		8,408	17,420		9,012
Sheriff's Dept.		3,817,584	1,271,419	1,238,814	1,764,305		1,260,380		1,175,617		1,219,357	562,613		12,310,089	18,039,496		5,729,407
Crime Lab		370,493	158,959	114,610	146,838		110,898		124,262		105,065	9,739		1,140,864	1,849,615		708,751
Jail		8,590,425	3,918,049	4,615,896	4,236,378		2,831,705		2,513,584		3,221,561	3,118,269		33,045,867	43,032,199		9,986,332
Juvenile Probation		384,509	130,381	129,754	184,739		126,917		126,060		125,941	1,707		1,210,008	1,921,977		711,969
Juvenile Detention		502,148	193,173	183,200	225,198		172,575		159,689		164,510	58,125		1,658,618	2,666,430		1,007,812
Constable Pct. 1		200,683	66,947	69,176	95,428		66,216		67,610		64,007	8,887		638,954	891,960		253,006
Constable Pct. 2		117,918	40,529	40,144	59,231		40,939		40,198		39,610	3,856		382,425	567,898		185,473
Constable Pct. 4		122,408	43,285	41,021	61,168		41,993		42,455		41,189	532		394,051	564,412		170,361
Constable Pct. 6		145,929	46,146	42,452	60,435		48,329		46,998		46,173	4,090		440,552	697,638		257,086
Constable Pct. 7		129,650	45,546	43,852	63,099		43,065		42,981		43,597	500		412,290	589,343		177,053
Constable Pct. 8		128,995	43,098	42,928	63,842		42,857		43,827		43,003	6,886		415,436	588,373		172,937
County Morgue		178,665	84,950	13,442	9,000		20,250		2,815		13,250	-		322,372	1,600,000		1,277,628
Agriculture Ext.		98,736	33,308	36,020	49,725		36,019		34,434		33,972	2,760		324,974	498,415		173,441
Public Health # 1		355,988	105,842	130,558	158,073		114,408		105,164		100,836	50,518		1,121,387	1,636,115		514,728
Public Health # 2		301,323	100,346	118,009	136,915		104,779		94,165		92,635	50,003		998,175	1,496,972		498,797
Nurse Practitioner		86,179	29,906	31,866	40,987		29,934		29,055		29,252	12,051		289,230	424,607		135,377
Child Welfare		5.226	16,580	-	10,348		-		-		-	-		32,154	120,000		87,846
Env. Control		85,652	28,606	28,631	48,879		33,089		32,716		33,876	9		291,458	498,369		206,911
Ind. Medical Svcs.		281,002	129,717	1,892,025	111,931		122,258		89,947		117,816	140,913		2,885,609	5,185,244		2,299,635
Emergency Mgmt.		56,025	20,068	19,946	29,441		20,820		19,728		20,741	-		186,769	293,565		106,796
Beaumont Maintenance	e ·	427,764	223,591	242,232	229,992		274,377		149,329		179,250	226,808		1,953,343	3,137,421		1,184,078
Port Arthur Maint.		180,104	63,288	63,227	85,873		82,592		66,943		69,518	129,248		740,793	1,014,770		273,977
Mid-County Maint.		56,386	16,927	17,297	24,544		15,581		13,385		14,052	27,526		185,698	295,282		109,584
Service Center		309,765	114,833	106,286	110,068		120,042		144,076		116,670	205,895		1,227,635	1,496,925		269,290
Veteran Service		81,401	29,817	27,208	40,345		27,805		27,384		27,696	232		261,888	378,740		116,852
Mosquito Control		683,798	124,642	115,710	154,318		296,263		269,825		182,359	384,890		2,211,805	3,136,844		925,039
Tobacco Settlement		250,000	-	-	-		-		-		-	-		250,000	250,000		-
Debt Service Funds		2,800	364,050	÷	-		600		-		-	-		367,450	5,662,850		5,295,400
Contingency		· _·		-	-		-	-	-	-	-			-	 537,858		537,858
Total	\$	33,794,662	\$	\$ 13,473,701	\$ 16,061,128	\$ =	10,861,381	\$ =	9,752,162	\$ =	10,675,155	\$ 6,460,699	\$ ==	113,257,072	\$ 168,258,115	\$	55,001,043

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Jefferson County, Texas Statement of Bonded Indebtedness For The Month Ending June 30, 2024

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	Beginning								Ending
	Amount	2023-2024 Red	quirements			2023-2024 Payı	nents		Amount
Issue	Outstanding	Principal Interest	Fees Tota		Principal	Interest	Fees	Total	Outstanding
2012 Refunding Bonds	\$ 8,790,000 \$	4,325,000 \$ 263,700	\$ 2,500 \$ 4,591,	.00 \$	- \$	131,850 \$	2,000 \$	133,850	\$ 8,790,000
2019 Certificates of Obligation	13,245,000	605,000 464,150		50		232,075	1,525	233,600	13,245,000
	\$\$	4,930,000 \$ 727,850	\$\$\$5,662,	50 \$_	- \$	363,925 \$	3,525 \$	367,450 \$	22,035,000

Jefferson County, Texas Statement of Transfers In and Out For The Month Ending June 30, 2024

	Fund	Transfers In	-	Transfers Out	
120	General Fund	· _		1,529,911	(a)
120	General Fund	-		335,523	(b)
230	Commuity Supervision Fund	-			(a)
233	Mentally Impaired Offender	9,066	(a)		. ,
237	Community Corrections Program	35,099	(a)		
239	Drug Diversion Program	122,340	(a)	-	
241	Sheriff Department Grants	2,667	(b)	-	
245	Crime Victim's Clearing	142,019	(b)		
257	Auto Theft Grant	27,854	(b)	-	
282	VAWA Fund	18,301	(b)		
550	SETEC Fund	1,529,911	(a)	-	
865	Marine Division	12,600	(b)	17,214	(b)
876	Sheriff-Spindletop Grant	100,134	(b)	-	
885	2021 Port Security Grant	44,547	(b)		
886	2022 Port Security Grant	8,589	(b)	12,600	(b)
887	2023 Port Security Grant	8,625	(b)		
		\$2,061,753	-	\$2,061,753	

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas Statement of Comp-Time Liability For The Third Quarter - June 30, 2024

	Cumulative	Current
Department	Hours	Liability
Road & Bridge # 1	369.88	\$ 10,470.50
Road & Bridge # 2	320.93	10,162.22
Road & Bridge # 3	288.20	8,711.47
Road & Bridge # 4	8.00	199.57
Engineering	45.12	1,583.88
Tax Assessor/Collector	267.76	6,977.50
Human Resources	-	-
County Auditor	102.23	3,616.29
County Clerk	642.08	15,732.53
County Judge	0.01	0.13
Treasurer	0.01	0.12
Printing	_	-
Purchasing Department	8.50	216.47
MIS	524.88	18,681.71
Voter Registration	14.40	465.39
Elections Department	314.99	8,809.05
District Attorney	0.01	0.13
District Clerk	654.85	16,657.43
Criminal District Court	79.51	2,481.48
58th District Court	1.62	50.71
172nd District Court	-	-
252nd District Court	2.37	89.64
317th District Court	0.01	0.14
Justice of Peace Pct. 1 Pl. 1	57.89	1,619.46
Justice of Peace Pet. 1 Pl. 2	216.00	
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	-	-
Justice of Peace Pct. 6	4.87	134.60
Justice of Peace Pct. 7	50.38	1,522.78
Justice of Peace Pct. 8	-	-
County Court at Law #2	29.19	877.68
County Court at Law #3	0.01	0.10
Court Master	0.01	0.15
Dispute Resolution Center	111.38	2,677.32
Sheriff's Department	12,199.16	502,372.03
Crime Lab	129.98	5,552.34
Correctional Facility	11,655.53	363,902.85
Juvenile Probation	118.51	3,093.75
Juvenile Detention Home	337.12	7,008.08
Constable Pct. 1	472.63	17,606.39
		a

Jefferson County, Texas Statement of Comp-Time Liability For The Third Quarter - June 30, 2024

Department	Cumulative Hours	Current
Constable Pct. 2	14.00	Liability \$ 666.73
Constable Pct. 4	152.50	
Constable Pct. 6	93.05	7,256.18
Constable Pct. 7	24.54	2,550.84
Constable Pct. 8	24.00	1,030.36
Public Health No. 1	42.88	596.58
Public Health No. 2	42.88	780.70
Nurse Practitioner	45.38	103.41
Environmental Control	43.38	1,453.38
Indigent Health	-	-
Emergency Management	- 79.50	-
Mosquito Control	666.03	2,663.22
Maintenance - Beaumont	385.08	18,120.72
Maintenance - Port Arthur		9,103.48
Maintenance- Mid County	278.75 79.25	6,868.64
Service Center		2,186.24
Veterans' Services Office	48.00	1,346.57
Airport	0.62	17.92
Visitors' Center	1,116.74	26,028.43
Grant A Basic Probation	171.75	3,233.34
Grant A Mental Health Service	18.14	539.62
	0.01	0.17
Grant A Community Programs	69.75	2,030.85
Grant A Pre and Post Adjudication	12.63	237.05
Community Supervision	182.94	4,344.76
Adult Surveillance Program		49.93
Community Corrections	21.25	442.63
High Need Program TJPC Grant Contract M	17.50	425.70
	32.63	911.83
Drug Diversion	83.29	1,744.99
Juvenile Probation and Detention	38.76	605.37
Mentally Impaired Offender Auto Theft	19.75	487.56
	127.25	5,058.20
Sheriff Mental Health Liaison -Cnty	82.38	3,323.14
Sheriff Mental Health Liaison	446.26	16,832.82
Marine Division	4,378.63	181,800.60
Courthouse Security	458.00	19,621.87
Total	38,246.95	\$ 1,339,523.01
Comp-Time Liability at 06/30/2023	36,729.37	\$1,267,244.86



PGM: GMCOMMV2	DATE 07-16-2024		PAGE: 1
NAME JURY FUND		AMOUNT	CHECK NO. ³²⁶ TOTAL
DAWN DONUTS CHAPMAN VENDING		$\begin{array}{r} 43.50\\ 263.45\end{array}$	519270 519305 306.95**
ROAD & BRIDGE PCT.#1 SPIDLE & SPIDLE MARTIN PRODUCT SALES LLC REPUBLIC SERVICES GULF COAST WALMART CAPITAL ONE MODERN CONCRETE & MATERIALS ROAD & BRIDGE PCT.#2	LLC	1,243.2814,806.0073.611,094.8562.74931.14	519113 519227 519269 519298 519308 519327 18,211.62**
CARY ERICKSON ENTERGY SANITARY SUPPLY, INC. ACE IMAGEWEAR SMART'S TRUCK & TRAILER, IN S.E. TEXAS BUILDING SERVICE W. JEFFERSON COUNTY M.W.D. NEW WAVE WELDING TECHNOLOGY MARTIN MARIETTA MATERIALS REPUBLIC SERVICES CY-FAIR TIRE		$\begin{array}{c} 1,958.20\\ 871.47\\ 380.04\\ 94.16\\ 520.00\\ 29.93\\ 67.62\\ 8,222.89\\ 83.13\\ 87.45\end{array}$	519129 519137 519160 519163 519164 519165 519178 519236 519266 519269 519296 519296
ROAD & BRIDGE PCT. # 3 SPIDLE & SPIDLE FARM & HOME SUPPLY ENTERGY AT&T SOUTHERN TIRE MART, LLC SUPERIOR SUPPLY & STEEL WINDSTREAM ROSS RIDGE SAND COMPANY LP ON TIME TIRE REPUBLIC SERVICES ROAD & BRIDGE PCT.#4		11,904.76 6.26 450.13 102.57 1,172.50 195.00 48.81 1,500.00 709.99 73.61	519113 519131 519137 519171 519180 519187 519226 519226 519220 519255 519269 16,163.63**
SPIDLE & SPIDLE COASTAL WELDING SUPPLY INC FAST SIGNS, INC. ENTERGY INTERSTATE BATTERIES OF BEA M&D SUPPLY SOUTHEAST TEXAS WATER VULCAN MATERIALS CO. W. JEFFERSON COUNTY M.W.D. JASON'S DELI UNITED STATES POSTAL SERVIC 4IMPRINT, INC. EVERETT D ALFRED FIRETROL PROTECTION SYSTEMS INTERSTATE ALL BATTERY CENT COUNTY HOME AND RANCH LP ASCO REPUBLIC SERVICES FUNCTION 4 LLC GULF COAST WASHINGTON COUNTY TRACTOR, ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, L	UMONT/PA E ÉR ^{INC} . INC LC	$\begin{array}{c} 4,818.85\\129.02\\600.00\\21.94\\571.80\\301.73\\219.55\\83,401.10\\132.11\\2,137.10\\8.84\\898.06\\144.05\\330.00\\286.90\\460.08\\182.03\\226.45\\60.00\\276.75\\3,406.00\\631.06\\97.44\end{array}$	519113 519123 519132 519137 519141 519148 519167 519177 519178 519202 519211 5192211 5192217 519246 519246 519246 519246 519253 519260 519269 519269 519269 519278 519260 519278 519288 519298 519307 519318 519319 99,339.86**
ENGINEERING FUND VERIZON WIRELESS		123.28	
PARKS & RECREATION			123,20

CITY OF PORT ARTHUR - WATER DEPT. 96.88 519121 ENTERGY 50.94 519137 W. JEFFERSON COUNTY M.W.D. 29.93 519178	TOTAL
CITY OF PORT ARTHUR - WATER DEPT. 96.88 519121 ENTERGY 50.94 519137 W. JEFFERSON COUNTY M.W.D. 29.93 519178 COUNTY M.W.D. 29.93 519178	
W. JEFFERSON COUNTY M.W.D. 29.93 519178	
LOWE'S HOME CENTERS, INC. 233.19 519212	
GENERAL FUND 410	.94**
HARDIN COUNTY COUNTY CLERK 50.00 519340	
TAX OFFICE 50	.00*
PITNEY BOWES INC 351.00 519154 SOUTHEAST TEXAS WATER 400.50 519166	
AT&T 170.25 519171 UNITED STATES POSTAL SERVICE 253.16 519202	
OFFICE OF THE SECRETARY OF STATE 650.00 519268 REPUBLIC SERVICES 36.80 519269	
COUNTY HUMAN RESOURCES	.71*
MOORMAN & ASSOCIATES, INC. 510.00 519149 PINNACLE MEDICAL MANAGEMENT CORP 150.00 519153	
PRE CHECK, INC. 647.88 519188	
UNITED STATES POSTAL SERVICE 1.28 519202 SIERRA SPRING WATER CO. – BT 65.47 519204 BAPTIST PHYSICIAN NETWORK 180.00 519207	
ODP BUSINESS SOLUTIONS, LLC .37 519318 .555	.00*
AUDITOR'S OFFICE	
UNITED STATES POSTAL SERVICE 13.42 519202 KATRENA THERIOT 40.20 519293	.62*
COUNTY CLERK	.02"
UNITED STATES POSTAL SERVICE 320.47 519202 SIERRA SPRING WATER CO BT 70.98 519203	
FUNCTION 4 LLC 374.00 519278 FUNCTION4 695.72 519312	
COUNTY JUDGE 1,461	.17*
UNITED STATES POSTAL SERVICE 2.88 519202 LAW OFFICE OF J SCOTT FREDERICK 500.00 519264	
RISK MANAGEMENT	.88*
J.S. EDWARDS & SHERLOCK INS. AGENCY 71.00 519128 UNITED STATES POSTAL SERVICE .64 519202	
COUNTY TREASURER 71	.64*
UNITED STATES POSTAL SERVICE 157.75 519202	
PRINTING DEPARTMENT 157	.75*
LINDENMEYR MUNROE 956.25 519301 AMAZON CAPITAL SERVICES 23.39 519325	
979 PURCHASING DEPARTMENT	.64*
UNITED STATES POSTAL SERVICE .64 519202	C 1 4
GENERAL SERVICES	.64*
CASH ADVANCE ACCOUNT 40.00 519144 TEXAS WILDLIFE DAMAGE MGMT FUND 3,200.00 519174 GULF COAST ELECTRIC CO., INC. 500.86 519235	0.6.*
VOTERS REGISTRATION DEPT 3,740	.00^

PGM: GMCOMMV2	DATE 07-16-2024			PAGE: 3
NAME	0, 10 1011	AMOUNT	CHECK NO	. ³²⁸ TOTAL
UNITED STATES POSTAL SERVICE		232.86	519202	232.86*
ELECTIONS DEPARTMENT				
SIERRA SPRING WATER CO BT		8.99	519203	8.99*
DISTRICT ATTORNEY				
TEXAS DISTRICT & COUNTY ATTY ASSN UNITED STATES POSTAL SERVICE ADA V. CHRISTY, CSR GALLS LLC FUNCTION 4 LLC ODP BUSINESS SOLUTIONS, LLC CAMEO TRAVEL SERVICE AMAZON CAPITAL SERVICES ARUP LABORATORIES INC		$\begin{array}{r} 85.00\\ 151.40\\ 1,372.75\\ 1,259.98\\ 118.75\\ 1,130.72\\ 1,922.96\\ 45.98\\ 50.00\\ \end{array}$	519175 519202 519215 519265 519278 519320 519320 519325 519345	6,137.54*
DISTRICT CLERK				0,10,01
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC ODP BUSINESS SOLUTIONS, LLC		267.96 1,398.00 136.02	519202 519278 519318	1,801.98*
CRIMINAL DISTRICT COURT				1,001.00
TODD W LEBLANC ADA V. CHRISTY, CSR JOEL WEBB VAZQUEZ KIMBERLY R. BROUSSARD MARY JORDAN LAURIE PEROZZO JAMES R. MAKIN, P.C. WILLIAM MARCUS WILKERSON		$\begin{array}{r} 900.00\\ 1,171.50\\ 11,434.33\\ 1,798.50\\ 127.00\\ 1,800.00\\ 11,291.93\\ 900.00 \end{array}$	519111 519215 519220 519239 519240 519248 519251 519258	29,423.26*
60TH DISTRICT COURT				29,123.20
UNITED STATES POSTAL SERVICE		1.28	519202	1.28*
252ND DISTRICT COURT				1.10
UNITED STATES POSTAL SERVICE		44.65	519202	44.65*
279TH DISTRICT COURT				
LAIRON DOWDEN, JR. A. MARK FAGGARD ANITA F. PROVO RANDY SHELTON ANGELA L MORMAN TONYA CONNELL TOUPS WILLIAM FORD DISHMAN SHELANDER LAW OFFICE KAYCEE LYNN JONES GINMAN CONSULTING		370.00 325.00 797.50 330.00 545.00 440.00 549.40 75.00	519125 519136 519162 5192292 5192260 519230 519337 5193341	4 051 00*
317TH DISTRICT COURT				4,051.90*
LAIRON DOWDEN, JR. MARVA PROVO ANITA F. PROVO KEVIN S. LAINE CHARLES ROJAS GLEN M. CROCKER DONEANE E. BECKCOM LANGSTON ADAMS JOEL WEBB VAZQUEZ RONALD PLESSALA ALLEN PARKER BRITTANIE HOLMES WILLIAM FORD DISHMAN JULLIANA REYES SHELANDER LAW OFFICE		$\begin{array}{c} 1 \ , 050 \ . 00 \\ 325 \ . 00 \\ 350 \ . 00 \\ 220 \ . 00 \\ 220 \ . 00 \\ 770 \ . 00 \\ 330 \ . 00 \\ 335 \ . 00 \\ 325 \ . 00 \\ 325 \ . 00 \\ 320 \ . 00 \\ 1 \ , 320 \ . 00 \\ 770 \ . 00 \end{array}$	519125 5191156 51991885 519912219 519922140 5199222349 519922457 51992251922666 5199230 5199226666	7,865.00*
JUSTICE COURT-PCT 1 PL 1				

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NAME		AMOUNT	CHECK NO.	329 TOTAL
UNITED STATES POSTAL SERVICE DIANA RAMIREZ		76.43 1,613.45	519202 519315	1 600 00+
JUSTICE COURT-PCT 1 PL 2				1,689.88*
UNITED STATES POSTAL SERVICE		24.03	519202	24 02*
JUSTICE COURT-PCT 6				24.03*
UNITED STATES POSTAL SERVICE		31.38	519202	21 20+
JUSTICE COURT-PCT 7				31.38*
ODP BUSINESS SOLUTIONS, LLC		650.46	519318	650 46*
COUNTY COURT AT LAW NO.1				650.46*
UNITED STATES POSTAL SERVICE		9.95	519202	9.95*
COUNTY COURT AT LAW NO. 2				9.95*
DAVID GROVE A. MARK FAGGARD UNITED STATES POSTAL SERVICE JENNIFER DELAGE ODP BUSINESS SOLUTIONS, LLC RAEGAN MINALDI		$\begin{array}{c} 300.00\\ 300.00\\ 20.96\\ 900.00\\ 408.95\\ 550.00 \end{array}$	519114 519130 519202 519273 519318 519338	2,479.91*
COUNTY COURT AT LAW NO. 3				2,179.91
A. MARK FAGGARD UNITED STATES POSTAL SERVICE THE SAMUEL FIRM, PLLC LAW OFFICE OF GILES R COLE & ASSOC		250.00 16.64 250.00 250.00	519130 519202 519292 519304	766.64*
MEDIATION CENTER				/00.04
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		3.20 8.26	519202 519318	11.46*
SHERIFF'S DEPARTMENT				11.10
J.S. EDWARDS & SHERLOCK INS. AGENCY FED EX GT DISTRIBUTORS, INC. ENTERGY JEFFERSON CTY. SHERIFF'S DEPARTMENT CASH ADVANCE ACCOUNT JOHNSON SUPPLY LOUIS' YAZOO SALES & SERVICE, LLC NOACK LOCKSMITH PUBLIC AGENCY TRAINING COUNCIL AT&T AT&T UNITED STATES POSTAL SERVICE REPUBLIC SERVICES FOREMOST PROMOTIONS WHITAKER BROTHERS BUSINESS MACHINES STALKER RADAR BEARCOM / KAY ELECTRONICS ODP BUSINESS SOLUTIONS, LLC		71.00 199.65 $5,918.000$ 889.63 517.000 554.100 382.57 $4,9999.955$ 138.000 49.73 49.97 $1,858.601$ $1,047.67$ 387.600 $1,240.000$ $1,047.559$	519128 519135 519137 5199137 5199144 51199145 51199145 51199155 51199172 51199227 51199227 51199227 51199227 51199227 51199228 55199228 55199228 55199228 55199228 55199228 55199228 55199228 55199135 55199136 55199136 551991446 55199145 55199146 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519926 5519955 551995555555555555555555555555	2,417.17*
CRIME LABORATORY			_	
ALDINGER COMPANY		2,902.47	519259	2,902.47*
JAIL - NO. 2				_, _ , _ , _ ,
AAA LOCK & SAFE CITY OF BEAUMONT - WATER DEPT. ENTERGY JACK BROOKS REGIONAL AIRPORT M&D SUPPLY		763.75 16.00 619.24 2,122.14 110.35	519137	

PGM:	GMCOMMV2	DATE			PAGE:	5
	NAME	07-16-2024	AMOUNT	CHECK NO.	330 TO	TAL
ST. MAF REPUBLI CORRHEA MOORE-A TRINITY I-CON S WALMART	HOME CENTERS, INC. AY PARISH SHERIFF'S OFFICE C SERVICES ALTH PLLC ALL TEX SUPPLY SERVICES GROUP INC SYSTEMS INC CAPITAL ONE S INDUSTRIAL ELECTRONICS SUPP		175.40290.296,307.52713,664.66302.16192,398.96578.5180.47366.00	519212 519269 519269 519281 519283 519297 519302 519308 519322	7,795.4	۲.
JUVENII	LE PROBATION DEPT.			1	_/,///	5
SHANNA	STATÉS POSTAL SERVICE CITIZEN TA MITCHELL		$135.34 \\ 18.15 \\ 61.64 \\ 27.47 \\ 106.53$	519112 519202 519213 519332 519334	349.1	3*
JUVENII	JE DETENTION HOME				517.1	5
BEN E K REPUBLI	ZEXAS BUILDING SERVICE EITH COMPANY C SERVICES BAKING COMPANY OF HOUSTON		6,696.91 2,250.00 4,119.41 519.60 47.34	519137 519165 519218 519269 519321	_3,633.2	6*
CONSTAE	BLE PCT 1			-		0
UNITED	STATES POSTAL SERVICE		23.68	519202	23.6	8*
CONSTAE	BLE-PCT 2					
	SINESS SOLUTIONS, LLC		111.59	519318	111.5	9*
	BLE-PCT 6		1 000 00	F10144		
UNITED GOT YOU	DVANCE ACCOUNT STATES POSTAL SERVICE J COVERED WORK WEAR & UNIFORM CAPITAL SERVICES		1,937.78 11.12 123.22 80.97	519144 519202 519310 519325	2,153.0	۵*
AGRICUI	JTURE EXTENSION SVC				2,133.0	J
WALMARI	N FITZGERALD CAPITAL ONE M SMITH		150.00 152.37 111.50	519294 519308 519309	413.8	7*
HEALTH	AND WELFARE NO. 1				113.0	,
CLAYBAF UNITED SIERRA EZEA D ODP BUS	ON MEDICAL-SURGICAL INC R HAVEN OF REST STATES POSTAL SERVICE SPRING WATER CO BT EDE MD SINESS SOLUTIONS, LLC ASHINGTON		$156.50 \\ 1,288.00 \\ 53.52 \\ 117.89 \\ 3,140.91 \\ 301.45 \\ 203.68 $	519183 519199 519202 519206 519300 519318 519324	E 261 0	F *
HEALTH	AND WELFARE NO. 2				5,261.9	5 °
ENTERGY MCKESSC CLAYBAF HARRIS EZEA D	ON MEDICAL-SURGICAL INC R HAVEN OF REST COUNTY TOLL ROAD AUTHORITY		900.00 140.00 106.67 1,288.00 96.75 3,140.91 194.84	519122 519140 519183 519200 519282 519300 519314	5,867.1	7*
NURSE P	PRACTITIONER				J,007.1	1
LESLIE INDIGEN	RIGGS JT MEDICAL SERVICES		3,351.86	519263	3,351.8	6*

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NAME SOUTHERN TIRE MART, LLC LOCAL GOVERNMENT SOLUTIONS LP INDIGENT HEALTHCARE SOLUTIONS LTD OUTCOMES OPERATING INC		AMOUNT 2,514.00 3,773.00 275.00 147.60	CHECK NO 519180 519233 519245 519333	
				6,709.60*
JOHNSTONE SUPPLY COBURN SUPPLY COMPANY INC ECOLAB W.W. GRAINGER, INC. ACE IMAGEWEAR S.E. TEXAS BUILDING SERVICE COASTAL SPRINKLER COMPANY CENTERPOINT ENERGY RESOURCES CORP FIRETROL PROTECTION SYSTEMS, INC. ATTABOY TERMITE & PEST CONTROL A1 FILTER SERVICE COMPANY REPUBLIC SERVICES HUNTON DISTRIBUTION MAINTENANCE-PORT ARTHUR		177.84 229.88 242.59 39.29 316.26 24,342.17 3,135.00 957.71 750.00 184.40 732.70 1,558.80 20.00	5191226 5199165 5199165 51991223 51992247 51992247 51992247 51992259 5199226 5199226 5199226 5199259 5199259 5199259 51993	
MAINTENANCE-PORT ARTHUR				32,686.64*
MAINTENANCE-PORT ARTHUR JOHNSON CONTROLS, INC. S.E. TEXAS BUILDING SERVICE AT&T LOWE'S HOME CENTERS, INC. ALLIED ELECTRICAL SYSTEMS&SOLUTIONS NELSON WATER GARDEN & NURSERY PARKER'S BUILDING SUPPLY AMAZON CAPITAL SERVICES POOL-AID		19,411.42 5,000.00 1,575.35 199.59 135.00 775.57 12.99 38.98 401.84	519171 519212 519243 519267 519325 519325 519339	
MAINTENANCE-MID COUNTY				27,550.74*
ENTERGY S.E. TEXAS BUILDING SERVICE AT&T W. JEFFERSON COUNTY M.W.D. REPUBLIC SERVICES SERVICE CENTER		2,380.71 3,099.99 866.06 62.20 83.13	519137 519165 519171 519178 519269	6,492.09*
SPIDLE & SPIDLE CHUCK'S WRECKER SERVICE M&D SUPPLY THE MUFFLER SHOP PHILPOTT MOTORS, INC. SANITARY SUPPLY, INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE MODICA BROS. TIRES & WHEELS PETROLEUM SOLUTIONS, INC. BUMPER TO BUMPER AIRPORT GULF TOWING LLC ROBERT'S TEXACO XPRESS LUBE AMERICAN TIRE DISTRIBUTORS MIGHTY OF SOUTHEAST TEXAS REPUBLIC SERVICES DENNIS LOWE MIDNIGHT AUTO THE GOODYEAR TIRE & RUBBER COMPANY MUNRO'S UNIFORM SERVICES, LLC		$\begin{array}{c} 21,826.28\\ 125.00\\ 57.68\\ 42.00\\ 1,416.20\\ 164.97\\ 7.50\\ 22.00\\ 7.50\\ 7.50\\ 1,063.59\\ 207.50\\ 1,063.59\\ 207.50\\ 3,813.53\\ 250.00\\ 2,656.37\\ 812.21\\ 83.13\\ 10.95\\ 1,353.85\\ 5,750.00\\ 420.80\end{array}$	98020901238925812926779 114550901238922812920222 91111199999901222222222222 5555555555555555555555555	40,134.06*
VEIERANS SERVICE				10,101.00
UNITED STATES POSTAL SERVICE MOSQUITO CONTROL FUND		2.35		2.35* 53,522.25**

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NAME	.,	AMOUNT	CHECK NO. ³³² TO	DTAL
EASTEX RUBBER & GASKET ENTERGY JACK BROOKS REGIONAL AIRPORT ACE IMAGEWEAR		$\begin{array}{r} 14.90 \\ 603.90 \\ 505.25 \\ 74.42 \\ 70.84 \end{array}$	519127 519137 519143 519163	
AT&T UNITED PARCEL SERVICE REPUBLIC SERVICES NUTRIEN AG SOLUTIONS, INC CHARTER COMMUNICATIONS ODP BUSINESS SOLUTIONS, LLC LANE AVIATION INC		51.30 83.13 5,801.40 88.43 98.57 1,580.95	519171 519176 519269 519291 519313 519318 519328	
SHSP/CCP2005/RURAL LAW EN		1,000.00	8,973.0)9**
BOB BARKER CO., INC. LAKE COUNTRY CHEVROLET, INC.		19,900.00 360,143.60	519117 519285 380,043.0	50**
EMPG GRANT			500,015.0	50
SOUTHEAST TEXAS WATER WALMART CAPITAL ONE AMAZON CAPITAL SERVICES		$38.70 \\ 47.90 \\ 176.15$	519168 519308 519325 262.5	75**
JUVENILE PROB & DET. FUND			202.	/ 5 " "
VERIZON WIRELESS		65.40	519197 65.4	10**
COMMUNITY SUPERVISION FND			03.	10
UNITED STATES POSTAL SERVICE ORION HEALTHCARE TECHNOLOGY LOCAL GOVERNMENT SOLUTIONS LP ODP BUSINESS SOLUTIONS, LLC		$\begin{array}{r} & 41.07 \\ 3,420.00 \\ 6,965.00 \\ 272.92 \end{array}$	519202 519224 519233 519318	0++
LAW OFFICER TRAINING GRT			10,698.9	99 ^ ^
W.W. GRAINGER, INC. ENTERGY GALLS LLC		349.36 405.24 119.70	519136 519137 519265	00++
HOTEL OCCUPANCY TAX FUND			874.3	30^^
AT&T UNITED STATES POSTAL SERVICE REPUBLIC SERVICES		$108.70 \\ 33.39 \\ 83.13$	519170 519202 519269	2044
GLO DISASTER GRANT HOME			225.2	22**
HONESTY ENVIRONMENTAL SERVICES, SOUTEX SURVEYORS & ENGINEERS	INC	695.00 4,900.00	519303 519326 5,595.0)0**
AIRPORT FUND				
SPIDLE & SPIDLE BEAUMONT TRACTOR COMPANY FED EX		2,616.21 267.12 62.47 321.64 13,052.89	519113 519118 519133	
AIRPORT FUND SPIDLE & SPIDLE BEAUMONT TRACTOR COMPANY FED EX W.W. GRAINGER, INC. ENTERGY LOUIS' YAZOO SALES & SERVICE, L RED RIVER SPECIALITIES LLC SANITARY SUPPLY, INC. TNT WRECKER SERVICE BUBBA'S AIR CONDITIONING UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. MHC DATACOMM, INC INTERSTATE ALL BATTERY CENTER - INDUSTRIAL & COMMERCIAL MECHANI REPUBLIC SERVICES DESIGN CHUTE LLC EAGLE PUMP & METERS INC M&R FLEET SERVICES, INC. TITAN AVIATION FUELS	LC BMT CAL	$\begin{array}{c} 321.64\\ 13,052.89\\ 854.99\\ 3,833.60\\ 135.52\\ 350.00\\ 2,200.00\\ .64\\ 331.55\\ 150.00\\ 142.89\\ 256.00\\ 142.89\\ 256.00\\ 702.52\\ 1,300.00\\ \end{array}$	5191336 519139 519147 519158 519160 519173 519202 5192212 5192244 5192246 5192269 5192269 5192269 5192269 5192275 5192278 519289 519289	
EAGLE PUMP & METERS INC M&R FLEET SERVICES, INC. TITAN AVIATION FUELS		1,300.00 1,208.00 2,147.61 90,883.81	519277 519288 519289	

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NAME	07 10 2021	AMOUNT	CHECK NO. ³³³ TOTAL
MUNRO'S UNIFORM SERVICES, LLC		92.08	519319 120,909.54**
AIRPORT IMPROVE. GRANTS			120,000.04
GARVER LLC		14,960.00	519250 14,960.00**
SE TX EMP. BENEFIT POOL			14,900.00
EXPRESS SCRIPTS INC NEUROMUSCULAR CORPORATE SOLUTIONS ROCKSTAR ACQUISITIONS CORP SECURIAN LIFE INSURANCE COMPANY		221,536.46 16,800.00 114,051.00 7,646.20	519280 519290 519331 519335 360,033.66**
SETEC FUND			500,055.00
INDUSTRIAL & COMMERCIAL MECHANICAL REPUBLIC SERVICES		1,983.94 2,085.00	519256 519269 4,068.94**
LIABILITY CLAIMS ACCOUNT			
JEFFERSON CTY - WORKERS COMP ROCKY LAWDERMILK&VICTORIA JARAMILLO ROCKY LAWDERMILK & RUBEN JARAMILLO JASON E PAYNE & NOELIA LAZO		299.00 100,000.00 90,000.00 100,000.00	519329 519342 519343 519344 290,299.00**
WORKER'S COMPENSATION FD			290,299.00**
JEFFERSON CTY - WORKERS COMP		32,877.25	519330 32,877.25**
SHERIFF'S FORFEITURE FUND			52,077.25
DANIELS BUILDING & CONSTRUCTION INC		4,048.00	519194 4,048.00**
JUSTICE COURT SUPPORT FND			1,010.00
ODP BUSINESS SOLUTIONS, LLC		56.45	519318 56.45**
LANGUAGE ACCESS FUND			50.45
MASTERWORD SERVICES, INC		487.55	519311 487.55**
APPELLATE JUDICIAL SYSTEM			-07.55
9TH COURT OF APPEALS		2,034.82	519234 2,034.82**
DISTRICT CRT RECORDS TECH			2,051.02
TYLER TECHNOLOGIES INC		185.00	519299 185.00**
MARINE DIVISION			105.00
RICKY ANDERSON ENTERGY RITTER @ HOME SETZER HARDWARE, INC. SUN COAST RESOURCES, LLC. ADVANCED SYSTEMS & ALARM SERVICES, VERIZON WIRELESS SIERRA SPRING WATER CO BT BUMPER TO BUMPER SAFE BOAT INTERNATIONAL THE DINGO GROUP-PETE JORGENSON MARI ARROW AVIATION CO LLC VECTOR SECURITY SHERIFF - COMMISSARY		117.25120.24171.3395.1026,615.3260.00151.96189.87201.0933,686.66804.8068,616.2051.93	519116 519137 519159 519161 519172 519184 519205 519205 519222 519228 519228 5192231 519262 519279 130,881.75**
WALMART CAPITAL ONE		924.50	519308
WALMARI CAPITAL ONE SHERIFF-SPINDLETOP GRANT		524.00	924.50**
VERIZON WIRELESS		114.39	519195 114.39** 2,669,052.46***

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NAME JURY FUND		AMOUNT	CHECK NO.	334 TOTAL
ALISA RAUMAKER, CSR DAWN DONUTS CHAPMAN VENDING		$505.00 \\ 43.50 \\ 216.80$	519369 519505 519541	765 20**
ROAD & BRIDGE PCT.#1				765.30**
ENTERGY M&D SUPPLY ACE IMAGEWEAR S.E. TEXAS BUILDING SERVICE FUNCTION 4 LLC - WELLS FARGO FI ROAD & BRIDGE PCT.#2 PHILPOTT MOTORS, INC.	NANC	97.70 63.12 57.66 433.33 99.00	519385 519394 519403 519404 519533	750.81**
ROAD & BRIDGE PCT.#2				, 30.01
PHILPOTT MOTORS, INC. ACE IMAGEWEAR CENTERPOINT ENERGY RESOURCES CO FUNCTION 4 LLC - WELLS FARGO FI AMAZON CAPITAL SERVICES	RP	17.72 19.92 55.10 99.00 27.98	$519398 \\ 519403 \\ 519461 \\ 519533 \\ 519555$	219.72**
ROAD & BRIDGE PCT. # 3				219.72
CITY OF PORT ARTHUR - WATER DEP W. JEFFERSON COUNTY M.W.D. CENTERPOINT ENERGY RESOURCES CO ASCO GULF COAST MUNRO'S UNIFORM SERVICES, LLC		56.76 59.27 53.11 447.81 6,982.20 23.95	519374 519423 519461 519492 519523 519550	
ROAD & BRIDGE PCT.#4				7,623.10**
W.W. GRAINGER, INC. CASH ADVANCE ACCOUNT M&D SUPPLY SANITARY SUPPLY, INC. SOUTHEAST TEXAS WATER AT&T POSITIVE PROMOTIONS JASON'S DELI UNITED STATES POSTAL SERVICE COUNTY HOME AND RANCH LP ASCO O'REILLY AUTO PARTS FUNCTION 4 LLC - WELLS FARGO FI ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, LLC ENGINEERING FUND	NANC	$\begin{array}{r} 35.39\\ 592.10\\ 28.33\\ 517.87\\ 94.75\\ 24.86\\ 2,119.96\\ 1,194.86\\ 537.28\\ 180.47\\ 278.67\\ 99.00\\ 594.65\\ 97.44\end{array}$	519384 519394 5199408 5199408 51994429 51994439 519944892 519944892 519944892 5199495339 5199550 5199550	6,435.17**
VERIZON WIRELESS FUNCTION 4 LLC - WELLS FARGO FI PARKS & RECREATION	NANC	125.63 275.00	519446 519533	400.63**
M&D SUPPLY W. JEFFERSON COUNTY M.W.D. LOWE'S HOME CENTERS, INC. SPRINT WASTE SERVICES LP AMAZON CAPITAL SERVICES		246.5929.93172.44789.1974.99	519394 519423 519453 519497 519555	1,313.14**
GENERAL FUND TAX OFFICE				
ACE IMAGEWEAR UNITED STATES POSTAL SERVICE VECTOR SECURITY FUNCTION 4 LLC - WELLS FARGO FI ODP BUSINESS SOLUTIONS, LLC COUNTY HUMAN RESOURCES	NANC	42.84 295.66 169.00 396.00 861.41	519403 519449 519511 519533 519533 519549	1,764.91*

PGM: GMCOMMV2	DATE 07-23-2024			PAGE: 2
NAME		AMOUNT	CHECK NO	. ³³⁵ TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	519533	99.00*
AUDITOR'S OFFICE			- 1 0 1 1 0	
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		$\begin{smallmatrix}&9.42\\211.00\end{smallmatrix}$	519449 519533	
COUNTY CLERK				220.42*
CONSOLIDATED ELECTRICAL DIST INC. UNITED STATES POSTAL SERVICE REXEL USA INC FUNCTION 4 LLC - WELLS FARGO FINANC		$472.08 \\ 411.24 \\ 25.22 \\ 409.00$	519377 519449 519513 519533	1 210 544
COUNTY JUDGE				1,317.54*
CAYLA CALAMIA REFLECTIONS UNITED STATES POSTAL SERVICE JOSHUA C HEINZ THOMSON REUTERS-WEST SNIDER LAW FIRM PLLC FUNCTION 4 LLC - WELLS FARGO FINANC CITIBANK NA		$\begin{array}{r} 1,000.00\\ 49.00\\ 29.52\\ 500.00\\ 137.38\\ 1,000.00\\ 99.00\\ 240.00 \end{array}$	519373 519432 519449 519486 519493 5194963 519533 519557	3,054.90*
RISK MANAGEMENT				5,051.90
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		$3.04 \\ 99.00$	519449 519533	
COUNTY TREASURER				102.04*
UNITED STATES POSTAL SERVICE		83.44	519449	
PRINTING DEPARTMENT				83.44*
CINTAS CORPORATION ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		76.13 294.47 515.96	519507 519549 519555	886.56*
PURCHASING DEPARTMENT				880.50
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		6.06 99.00	519449 519533	105.06*
GENERAL SERVICES		140.00	F10001	
CASH ADVANCE ACCOUNT GULF COAST ELECTRIC CO.,INC. SAM'S CLUB DIRECT CAT5 RESOURCES LLC TIDAL BASIN GOVERNMENT CONSULTING FIBERLIGHT LLC K2 TOWERS III, LLC CITIBANK NA		140.00447.2490.801,066.40786.251,998.752,435.00699.99	519391 519470 519487 519499 519535 519536 519543 519557	7 664 42*
DATA PROCESSING				7,664.43*
DELL MARKETING L.P. WHOLESALE ELECTRIC SUPPLY CO. CDW COMPUTER CENTERS, INC. FUNCTION 4 LLC - WELLS FARGO FINANC STEEPMEADOW SOLUTIONS, LLC ODP BUSINESS SOLUTIONS, LLC ZACKARY BULLION		$107.98 \\ 12.73 \\ 9,512.85 \\ 99.00 \\ 6,418.80 \\ 188.79 \\ 219.09 \\ $	519378 519424 519430 519533 519544 519549 519564	16,559.24*
VOTERS REGISTRATION DEPT				±0, <i>337</i> .21
UNITED STATES POSTAL SERVICE		447.61	519449	447.61*
ELECTIONS DEPARTMENT				
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	519533	99.00*
DISTRICT ATTORNEY				

PGM: GMCOMMV2	DATE 07-23-2024			PAGE: 3
NAME	07-23-2024	AMOUNT	CHECK NO). ³³⁶ TOTAL
NAME CASH ADVANCE ACCOUNT CLERK - SUPREME COURT TEXAS DISTRICT & COUNTY ATTY ASSN. UNITED STATES POSTAL SERVICE PACER SERVICE CENTER THOMSON REUTERS-WEST FUNCTION 4 LLC WES VICE HARDWOODS & SUPPLY INC FUNCTION 4 LLC - WELLS FARGO FINANC CITIBANK NA		508.40 148.00 350.00 99.10 94.60 514.77 143.75 303.85 508.00 405.00	519391 519418 519449 519452 519452 519452 5194509 519525 519557	3,075.47*
DISIRICI CLERR				
CASH ADVANCE ACCOUNT UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		1,503.50 214.96 99.00	519391 519449 519533	1,817.46*
CRIMINAL DISTRICT COURT				1,017.10
DAVID GROVE THOMAS J. BURBANK PC DONALD W. DUESLER & ASSOC. MARSHA NORMAND KEVIN PAULA SEKALY PC KEVIN S. LAINE JOHN D WEST LANGSTON ADAMS LAURIE PEROZZO JASON ROBERT NICKS WILLIAM MARCUS WILKERSON FUNCTION 4 LLC - WELLS FARGO FINANC FRANK COFFIN INVESTIGATIONS LLC		$\begin{array}{c} 4,375.00\\ 3,127.50\\ 10,316.12\\ 8,750.00\\ 4,375.00\\ 4,375.00\\ 8,750.00\\ 8,750.00\\ 8,750.00\\ 8,750.00\\ 4,375.00\\ 3,900.00\\ 198.00\\ 2,000.00\\ \end{array}$	519366 5193729 5193797 5194027 51944277 51944554 5194475 5194475 5194490 51994933 519569	69 466 62*
Som Dibiniter cooni				68,466.62*
		39.95 .64 99.00	519409 519449 519533	139.59*
60TH DISTRICT COURT		00 50	510440	
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		22.73 99.00	519449 519533	121.73*
136TH DISTRICT COURT		100 00	F10426	
TERI DAIGLE, CSR, RPR UNITED STATES POSTAL SERVICE		199.00 .64	519436 519449	199.64*
172ND DISTRICT COURT				199.04
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	519533	99.00*
252ND DISTRICT COURT				
MIKE VAN ZANDT KEVIN S. LAINE CHARLES ROJAS UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ JASON ROBERT NICKS ALLEN PARKER BRITTANIE HOLMES MARVIN LEWIS JR FUNCTION 4 LLC - WELLS FARGO FINANC			519422 519427 519431 519449 519459 519475 5194768 51947889 519533	53,200.92*
279TH DISTRICT COURT				
ANITA F. PROVO NATHAN REYNOLDS, JR. SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ		577.50 572.00 43.70 .64 880.00	519399 519400 519411 519449 519459	

PGM: GMCOMMV2	DATE 07-23-2024			PAGE: 4
NAME KIMBERLY PHELAN, P.C. REAUD MORGAN & QUINN LLP BRITTANIE HOLMES THOMSON REUTERS-WEST WILLIAM FORD DISHMAN ALICIA K HALL PLLC SHELANDER LAW OFFICE		AMOUNT 660.00 385.00 660.00 63.00 880.00 495.00 330.00	CHECK NO 519462 519471 519488 519493 519494 519530 519542	. ³³⁷ TOTAL 5,546.84*
317TH DISTRICT COURT				3,310.01
SOUTHEAST TEXAS WATER MSC SYSTEMS GLEN M. CROCKER TONYA CONNELL TOUPS WILLIAM FORD DISHMAN FUNCTION 4 LLC - WELLS FARGO	FINANC	$\begin{array}{r} 45.70 \\ 568.00 \\ 110.00 \\ 700.00 \\ 330.00 \\ 99.00 \end{array}$	519405 519426 519451 519467 519494 519533	1,852.70*
JUSTICE COURT-PCT 1 PL 1				1,002.70
SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO	FINANC	31.45 82.60 99.00	519406 519449 519533	213.05*
JUSTICE COURT-PCT 1 PL 2		74 04	F10440	
UNITED STATES POSTAL SERVICE JUSTICE COURT-PCT 2		74.24	519449	74.24*
CITIBANK NA		9.99	519557	
JUSTICE COURT-PCT 4				9.99*
AT&T ODP BUSINESS SOLUTIONS, LLC		$\substack{108.56\\48.27}$	519412 519549	156.83*
JUSTICE COURT-PCT 6				100.00
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO	FINANC	51.46 99.00	519449 519533	150.46*
JUSTICE OF PEACE PCT. 8			- 1 0 - 0 0	
FUNCTION 4 LLC - WELLS FARGO	FINANC	99.00	519533	99.00*
COUNTY COURT AT LAW NO.1 UNITED STATES POSTAL SERVICE		12.88	510//0	
FUNCTION 4 LLC - WELLS FARGO	FINANC	99.00 192.50	519449 519533 519553	304.38*
COUNTY COURT AT LAW NO. 2				
JACK LAWRENCE CHARLES ROJAS UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. – BT LAURIE PEROZZO FUNCTION 4 LLC – WELLS FARGO RAEGAN MINALDI	1	250.00 250.00 14.72 102.96 650.00 99.00 250.00	519367 519431 519449 519450 519474 519533 519568	1,616.68*
COUNTY COURT AT LAW NO. 3				1,010.00*
UNITED STATES POSTAL SERVICE		3.20	519449	3.20*
COURT MASTER			- 1 0 1 - 0	
LAWRENCE E THORNE III FUNCTION 4 LLC - WELLS FARGO	FINANC	3,761.88 99.00	519478 519533	3,860.88*
MEDIATION CENTER				
SOUTHEAST TEXAS WATER		45.25	519410	45.25*
COMMUNITY SUPERVISION				

PGM: GMCOMMV2	DATE	PAGE: 5
NAME:	AMOUN'I'	CHECK NO. ³³⁸ TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	519533 396.00*
SHERIFF'S DEPARTMENT		
SHERIFF'S DEPARTMENT FED EX FED EX CASH ADVANCE ACCOUNT KIRKSEY'S SPRINT PRINTING MOORMAN & ASSOCIATES, INC. MOTOROLA SOLUTIONS INC CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE FIVE STAR FEED RITA HURT SILSBEE FORD INC GALLS LLC TND WORKWEAR CO LLC REXEL USA INC LAKE COUNTRY CHEVROLET, INC. FUNCTION 4 LLC - WELLS FARGO FINANC ODP BUSINESS SOLUTIONS, LLC BEAUMONT OCCUPATIONAL SERVICES CENTRALSQUARE TECHNOLOGIES LLC CRIME LABORATORY	145.42 211.40 1,054.25 925.00 2,370.00 2,158.99 1,879.93 312.00 1,100.00 57,869.20 646.00 306.55 1,091.60 47,659.20 495.00 952.05 914.60 198.49	519381 519382 519393 519396 519396 519428 519430 519449 519457 519483 519495 519504 519510 519513 519517 519533 519559 519563 120,314.63*
EFD FX	26.07	519383
FED EX SOUTHEAST TEXAS WATER THREADS VECTOR SECURITY C&B MICROSCOPE SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC ODP BUSINESS SOLUTIONS, LLC BAK GLOBAL LLC EMILY L ESQUIVEL	$\begin{array}{c} 79.07\\79.00\\150.00\\160.66\\360.00\\99.00\\214.62\\200.00\\500.00\end{array}$	519407 519447 519511 519526 519533 519549 519558 519566 1,790.25*
JAIL - NO. 2		_,,,,,,,,
JAIL - NO. 2 COASTAL WELDING SUPPLY INC J.S. EDWARDS & SHERLOCK INS. AGENCY W.W. GRAINGER, INC. JACK BROOKS REGIONAL AIRPORT M&D SUPPLY LOWE'S HOME CENTERS, INC. A1 FILTER SERVICE COMPANY THOMSON REUTERS-WEST GALLS LLC CORRHEALTH PLLC ACME SUPPLY CO LTD TRINITY SERVICES GROUP INC FUNCTION 4 LLC - WELLS FARGO FINANC I-CON SYSTEMS INC ODP BUSINESS SOLUTIONS, LLC RALPH'S INDUSTRIAL ELECTRONICS SUPP AMAZON CAPITAL SERVICES CITIBANK NA LONE STAR PRISONER TRANSPORT INC JUVENILE PROBATION DEPT.	$\begin{array}{c} 271.92\\ 71.00\\ 110.87\\ 247.35\\ 63.65\\ 41.75\\ 998.40\\ 3,822.25\\ 11,758.04\\ 305,194.24\\ 1,326.00\\ 48,896.46\\ 818.00\\ 200.61\\ 3,591.27\\ 363.14\\ 305.23\\ 422.71\\ 7,700.00\\ \end{array}$	519376 519380 519390 519394 519394 519452 519482 519493 519504 519514 519522 519522 5195238 519552 519555 519557 519567 386,202.89*
	251.87	519391
CASH ADVANCE ACCOUNT TEXAS PROBATION ASSOCIATION UNITED STATES POSTAL SERVICE SHANNA CITIZEN FUNCTION 4 LLC - WELLS FARGO FINANC	$\begin{array}{c} 251.87\\ 175.00\\ 8.78\\ 27.47\\ 297.00\end{array}$	519391 519416 519449 519454 519533 760.12*
JUVENILE DETENTION HOME	175 40	E104E0
BEN E KEITH COMPANY CENTERPOINT ENERGY RESOURCES CORP VANSCHECA SANDERS-CHEVIS ATTABOY TERMITE & PEST CONTROL A1 FILTER SERVICE COMPANY	175.42161.87400.0077.10229.74	519458 519461 519464 519473 519482

PGM: GMCOMMV2 NAME	DATE 07-23-2024	AMOUNT	CHECK NO	PAGE: 6 . ³³⁹ TOTAL
INDUSTRIAL & COMMERCIAL MECHANICAL AMERICAN RED CROSS FUNCTION 4 LLC - WELLS FARGO FINANC VEQUAL ROBERTS FLOWERS BAKING COMPANY OF HOUSTON BAK GLOBAL LLC		2,624.21 190.00 99.00 1,000.00 89.04 200.00	519485 519502 519533 519537 519551 519558	5,246.38*
CONSTABLE PCT 1				5,210.50
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		61.15 99.00	519449 519533	160.15*
CONSTABLE-PCT 2				
ODP BUSINESS SOLUTIONS, LLC		244.96	519549	244.96*
CONSTABLE-PCT 4				
AT&T DISH NETWORK		$54.28 \\ 87.42$	519412 519466	141.70*
CONSTABLE-PCT 6				
TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE		$275.00 \\ 13.36$	$519417 \\ 519449$	200 26*
CONSTABLE PCT. 8				288.36*
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	519533	99.00*
AGRICULTURE EXTENSION SVC				99.00*
DAVID OATES TYLER FITZGERALD FUNCTION 4 LLC - WELLS FARGO FINANC CITIBANK NA REBECCA CARPENTER TEXAS EXTENSION EDUCATION		166.83 150.00 211.00 45.00 41.04 160.00	519506 519521 519533 519557 519561 519571	773.87*
HEALTH AND WELFARE NO. 1				113.01
CITY OF BEAUMONT ENTERGY UNITED STATES POSTAL SERVICE PROCTOR'S MORTUARY INC CENTERPOINT ENERGY RESOURCES FUNCTION 4 LLC - WELLS FARGO FINANC		$\begin{array}{r} 40.00\\ 140.00\\ 47.04\\ 900.00\\ 46.70\\ 198.00\end{array}$	519370 519386 519449 519477 519512 519533	1,371.74*
HEALTH AND WELFARE NO. 2				1,3/1./1
NSO - NURSES SERVICE ORGANIZATION CLAYBAR FUNERAL HOME, INC. ENTERGY FUNCTION 4 LLC - WELLS FARGO FINANC		124.00 900.00 350.00 198.00	519364 519375 519387 519533	1 572 00*
NURSE PRACTITIONER				1,572.00*
LESLIE RIGGS		74.99	519500	74.99*
ENVIRONMENTAL CONTROL				74.99*
M&D SUPPLY TEXAS ENVIRONMENTAL HEALTH ASSN. FUNCTION 4 LLC - WELLS FARGO FINANC		53.90 75.00 99.00	519394 519419 519533	227.90*
INDIGENT MEDICAL SERVICES				227.90
OUTCOMES OPERATING INC		278.00	519565	278.00*
MAINTENANCE-BEAUMONT				270.00
AT&T BELT SOURCE		794.29 467.41	519412 519463	

PGM: GMCOMMV2	DATE 07-23-2024			PAGE: 7
NAME	AI	MOUNT C	HECK NO.	340 TOTAL
CINTAS CORPORATION AT&T CORP SOUTHWESTERN PAINT&WALLPAPER CO INC CITIBANK NA	5,	735.47	519507 519539 519556 519557	7 000 50+
MAINTENANCE-PORT ARTHUR				7,809.50*
JOHNSON CONTROLS, INC. SANITARY SUPPLY, INC. LOCKBOX-DSHS ASBESTOS/DEMOLITION FUNCTION 4 LLC - WELLS FARGO FINANC CHARTER COMMUNICATIONS PARKER'S BUILDING SUPPLY AMAZON CAPITAL SERVICES	17, 1,	659.91 694.10 57.00 99.00 113.89 91.93 82.27	519392 519401 519472 519533 519545 519554 519555	9,798.10*
MAINTENANCE-MID COUNTY			T :	9,790.10"
ACE IMAGEWEAR CENTERPOINT ENERGY RESOURCES CORP GULF COAST ELECTRIC CO.,INC. SERVICE CENTER		40.37 106.63 400.00	519403 519461 519470	547.00*
ACE IMAGEWEAR CENTERPOINT ENERGY RESOURCES CORP GULF COAST ELECTRIC CO., INC. SERVICE CENTER J.K. CHEVROLET CO. PHILPOTT MOTORS, INC. TATE & CO., INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE	3, 27, 27, 2,		519389 551994389 551994389 551994442 551994442 551994442 551994445 5519944560 5519944660 55199495 55199495 55199495 55199557 5519955 551994 551994445 551994445 551994445 551994445 551994445 551994445 551994445 551994445 551994445 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519945 5519955 551995 551955 551955 551955 5519555 551955555555	5,559.20*
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		1.87 99.00	519449 519533 758	100.87* 3,215.69**
MOSQUITO CONTROL FUND			750	5,215.05
JACK BROOKS REGIONAL AIRPORT CENTERPOINT ENERGY RESOURCES CORP O'REILLY AUTO PARTS		49.02 47.81 4.98	519390 519461 519518	101.81**
J.C. FAMILY TREATMENT	1	406 50	510500	
MARY BEVIL SECURITY FEE FUND	⊥,·	496.50	519529	1,496.50**
ALLIED UNIVERSAL SECURITY SERVICES	19	367.42	519524	
LAW LIBRARY FUND			19	9,367.42**
THOMSON REUTERS-WEST FUNCTION 4 LLC - WELLS FARGO FINANC		710.51 99.00	519493 519533	2,809.51**
environmental grants/h20			2	-,007.01
TEXAS ENVIRONMENTAL HEALTH ASSN.		400.00	519420	400.00**
SHSP/CCP2005/RURAL LAW EN				

PGM: GMCOMMV2	DATE 07-23-2024			PAGE: 8
NAME			CHECK NO	. ³⁴¹ TOTAL
MOTOROLA SOLUTIONS INC		41,946.96	519428	41,946.96**
EMPG GRANT FUNCTION 4 LLC - WELLS FARGO FINANC		275.00	519533	
JUVENILE PROB & DET. FUND		275.00	019033	275.00**
NISHA AMIN		415.00	519468	
GRĀYSON COUNTY DEPT OF JUVENILE		7,800.00	519501	8,215.00**
IV-E FOSTER CARE				
PREFERRED FACILITIES GROUP-USA, LLC	2	26,789.20	519540	26,789.20**
GRANT A STATE AID				
HAYS COUNTY BI INCORPORATED DEPELCHIN CHILDREN'S CENTER GRAYSON COUNTY DEPT OF JUVENILE TCSI, LLC RITE OF PASSAGE		9,000.00 415.70 9,100.20 16,414.09 24,408.90 8,298.67	519425 519433 519434 519501 519527 519528	
COMMUNITY SUPERVISION FND				67,637.56**
UNITED STATES POSTAL SERVICE JCCSC FUNCTION 4 LLC - WELLS FARGO FINANC CHARTER COMMUNICATIONS ODP BUSINESS SOLUTIONS, LLC BAK GLOBAL LLC		130.99 2,571.00 99.00 128.75 126.90 200.00	519449 519479 519533 519546 519549 519558	3,256.64**
COMMUNITY CORRECTIONS PRG				3,250.04
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	519533	99.00**
DRUG DIVERSION PROGRAM				99.00
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	519533	99.00**
SHERIFF'S TRAINING GRANT				
EAN SERVICES LLC		989.00	519498	989.00**
LAW OFFICER TRAINING GRT				.00
PRINT JUNKIES INK VECTOR SECURITY		962.50 134.85	519503 519511	
COUNTY RECORDS MANAGEMENT				1,097.35**
DELL MARKETING L.P. TEXAS HISTORICAL FOUNDATION	:	12,195.78 50.00	519378 519421	
TAX OFFICE AUTO DEALER			519101	12,245.78**
CUMMINS-ALLISON CORP	:	20,044.43	519489	
HOTEL OCCUPANCY TAX FUND				20,044.43**
HALL-MCSWEEN CANVAS & UPHOLSTERY DISH NETWORK SAM'S CLUB DIRECT AT&T CORP ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, LLC LAMAR UNIVESITY		55.00 138.43 59.20 265.00 104.07 59.42 6,004.00	519388 519465 519487 519539 519549 519550 519570	6,685.12**
DISTRICT CLK RECORDS MGMT				0,000.12
FUNCTION 4 LLC - WELLS FARGO FINANC		198.00	519533	198.00**
CAPITAL PROJECTS FUND				220.00

PGM: GMCOMMV2 NAME	DATE 07-23-2024		PAGE: 9
			CHECK NO. ³⁴² TOTAL
LJA ENGINEERING INC		75,664.00	519484 75,664.00**
AIRPORT FUND			
S.E. TEXAS BUILDING SERVICE CENTERPOINT ENERGY RESOURCES CORP ATTABOY TERMITE & PEST CONTROL EAGLE PUMP & METERS INC TITAN AVIATION FUELS FUNCTION 4 LLC - WELLS FARGO FINANC CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC		$\begin{array}{r} 4,768.34\\ 119.50\\ 353.25\\ 731.00\\ 22,774.35\\ 99.00\\ 125.65\\ 92.08 \end{array}$	519461 519473 519508 519520 519533 519547 519550
ALRPORT IMPROVE GRANT'S			29,063.17**
N&T CONSTRUCTION COMPANY, INC.		261,830.94	519365 261,830.94**
SETEC FUND			,
INDUSTRIAL & COMMERCIAL MECHANICAL		1,652.00	519485 1,652.00**
SHERIFF'S FORFEITURE FUND			1,052.00
CITIBANK NA		79.98	519557 79.98**
PAYROLL FUND			79.90
PAYROLL FUND JEFFERSON CTY FLEXIBLE SPENDING CLEAT JEFFERSON CTY. TREASURER INTERNAL REVENUE SERVICE JEFFERSON CTY. COMMUNITY SUP. JEFFERSON CTY. TREASURER - HEALTH JEFFERSON CTY. TREASURER - GENERAL JEFFERSON CTY. TREASURER - PAYROLL JEFFERSON CTY. TREASURER - PAYROLL POLICE & FIRE FIGHTERS' ASSOCIATION JEFFERSON COUNTY TREASURER - TCDRS JEFFERSON COUNTY TREASURER - TCDRS JEFFERSON COUNTY - TREASURER - NECHES FEDERAL CREDIT UNION JEFFERSON COUNTY - NATIONWIDE SBA - U S DEPARTMENT OF TREASURY ALLSTATE BENEFITS CHUBB		17,825.20 $4,937.00$ $13,305.41$ 208.00 $6,300.20$ $558,203.74$ $2,137,761.49$ $734,066.94$ $2,020.75$ $858,070.92$ $3,884.17$ $10,005.60$ $30,394.43$ $72,061.73$ 309.28 $6,608.75$ $6,381.63$	519346 519347 519348 519349 519350 519352 5193553 5193554 5193556 5193557 5193557 5193557 5193559 5193559 519360 519360 519362 519363
LANGUAGE ACCESS FUND			4,462,370.24**
RUBEN ZAPATA		100.00	519560 100.00**
ARPA CORONAVIRUS RECOVERY			100.00
TIDAL BASIN GOVERNMENT CONSULTING		11,932.50	519535 11,932.50**
BRIC/FMA GRANT			11,752.50
TIDAL BASIN GOVERNMENT CONSULTING		74,002.50	519535 74,002.50**
GUARDIANSHIP FEE			, 1,002.00
WELLS PEYTON & PARTAIN, LLP		250.00	519368 250.00**
MARINE DIVISION			
IMAGE 360 BEAUMONT		765.70	519516 765.70**
SHERIFF - COMMISSARY			
BELL FENCE MFG. CO. W.W. GRAINGER, INC. MAVERICK COMMUNICATIONS, INC. AMAZON CAPITAL SERVICES CITIBANK NA		1,455.01 100.00 26,072.56 7,936.00 3,870.80	519371 519384 519395 519555 519557 39,434.37** 5,946,622.24***

ELECTION DAY NOVEMBER 5, 2024

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.

(Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Flastice Day Dalling Disease		
Election Day Polling Places	Address	City, State, Zip Code
Localizaciones	Direccion	Cuidad, Estado, Codigo postal
PCT #1		
Amelia Elementary School (Gymnasium)	565 S. Major Dr	Beaumont, TX 77707
BISD Administration Building (Boardroom)	3395 Harrison Ave	Beaumont, TX 77706
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
RC Miller Library (Meeting Room)	1605 Dowlen Road	Beaumont, TX 77706
Caldwood Elementary (Gymnasium)	102 Berkshire Lane	Beaumont, TX 77707
PCT #2		
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Jefferson County WCID 10 Fire Station (Front Lobby)	2024 Spurlock Rd.	Nederland, TX 77627
Nederland Recreation Center (Meeting Room)	2301 Avenue H	Nederland, TX 77627
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Jefferson County ESD #4 (Main Meeting Room)	12880 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
PCT #3		
Hamshire VFD and Community Center	12318 2 nd St	Hamshire, TX 77622
DeQueen Elementary (Fifth Grade Hall)	740 DeQueen Blvd	Port Arthur, TX 77640
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Polling location for El Vista neighborhood	TBD	Port Arthur, TX 77640
Port Acres Elementary (Main Hallway)	5900 Jade Ave	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
R.L. Gabby Eldridge Center	5262 S. Gulfway Dr	Sabine Pass, TX 77655
Travis Elementary (Library)	1115 Lakeview Ave	Port Arthur, TX 77642
PCT #4		
Alice Keith Park Recreation Center	4075 Highland Ave	Beaumont, TX 77705
Charlton-Pollard Elementary (Gymnasium)	825 Jackson St	Beaumont, TX 77701
Lamar University Montagne Center (Cardinal Club Room)	4401 S. MLK Pkwy	Beaumont, TX 77705
Jefferson County Courthouse (Lobby) Main Polling Location	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Precinct 4 Service Center (Conference Room)	7780 Boyt Rd	Beaumont, TX 77713
Roy Guess Elementary (Hallway near Gymnasium)	8055 Voth Rd.	Beaumont, TX 77708
Sterling Pruitt Center (Multi-purpose Room)	2930 Gulf St	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705
		,,,

• PCT#1 - Bevil Oaks – will be used when they are having an election

EARLY VOTING October 21 – November 1

November Presidential Election – Countywide Polling – All precincts may vote at any Vote Center.

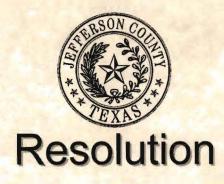
(Noviembre Presidencial eleccion – Lugares de votacion en todo el condado – Todos los precintos pueden votar en cualquier centro de votacion.)

Election Day Polling Places	Address	City, State, Zip Code
Localizaciones	Direccion	Cuidad, Estado, Codigo postal
Precinct 1 Service Center (Front Conference Room)	20205 W. Hwy 90	China, TX 77613
Rogers Park Community Center	6540 Gladys Ave	Beaumont, TX 77706
Hebert Library (Community Room)	2025 Merriman St	Port Neches, TX 77651
Ray Chesson Office Building (Courtroom)	19217 FM 365	Beaumont, TX 77705
Marion & Ed Hughes Public Library (Meeting Room)	2712 Nederland Ave	Nederland, TX 77627
Groves Activity Building (Lounge)	6150 39 th Street	Groves, TX 77619
Jefferson County Sub-Courthouse (Foyer)	525 Lakeshore Dr	Port Arthur, TX 77640
Port Arthur Library (Lucy Stiefel Gallery)	4615 9 th Avenue	Port Arthur, TX 77642
Jefferson County Courthouse (Lobby)	1085 Pearl St	Beaumont, TX 77701
John Paul Davis Community Center	3580 E. Lucas Dr	Beaumont, TX 77703
Theodore Johns Library (Meeting Room)	4255 Fannett Rd	Beaumont, TX 77705

DATES AND HOURS FOR ALL ABOVE LOCATIONS:

(Fechas y Horas para todas las localizaciones anteriores):

October 21 – 25, 2024 (Octubre 21 – 25, 2024)	Monday - Friday (Lunes -Viernes)	8:00 a.m 5:00 p.m.
October 26, 2024 (Octubre 26, 2024)	Saturday (Sábado)	7:00 a.m 7:00 p.m.
October 27, 2024 (Octubre 27, 2024)	Sunday (Domingo)	12:00 p.m 6:00 p.m.
October 28 – November 1, 2024 (Octubre 28 – Noviembre 1, 2024)	Monday – Friday (Lunes – Viernes)	7:00 a.m. – 7:00 p.m.



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STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

 BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson

 County, Texas, held on the 23 day of July
 , 2024 on motion made by

 Eddie Arnold
 , Commissioner of Precinct No. 1, and seconded by

 Everette Bo Alfred
 , Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on July 7 and July 10, 2024; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the devastation created on the crawfish industry in Jefferson County and in the State by damages and conditions resulting from Hurricane Beryl and that the renewal of this Declaration of Disaster is necessary for the protection of property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declarations entered on July 7 and July 10, 2024 until same is amended or rescinded.

SIGNED this 23rd day of July 2024.

EFF R. BRANICK bunty Judge

COMMISSIONER EDDIE ARNOLD Precinct No. 1

COMMISSIONER CARY ERICKSON Precinct No. 2

COMMISSIONER MICHAEL Precinct No.-3

COMMISSIONER EVEKETTE D. ALFRED Precinct No. 4

GARTH HOUSE

Mickey Mehaffy Children's Advocacy Program, Inc.

Memorandum of Understanding

We, the undersigned agencies, by and through our supervisory heads and through our designated representatives, do hereby agree to support the concept of and the philosophy of the Garth House and to be actively involved in the implementation of its coordinated, multidisciplinary response to child abuse investigation, intervention and prosecution.

We recognize that this collaborative approach, core to the children's advocacy center model, has a welldocumented record of improving outcomes for (1) child abuse cases in both criminal and child protection systems; and (2) the lives of children and families impacted by abuse. Therefore, the undersigned agencies hereby agree to work collaboratively.

- To minimize the re-victimization of children and protective family members as they go through the investigation, assessment, interventions, and prosecution process; and
- To maintain a cooperative, team approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact finding and strong, collaborative case development.

It is expressly understood that each agency will work within its own unique department mandates and policies. Nothing contained in the investigative protocol supersedes the statutes, rules and regulations, or policies of each individual agency.

The MOU must be reviewed, revised as needed, and re-executed, at a minimum of every three years, upon significant changes to the document, or upon a change of authorized partner agency signatories.

All State and Federal confidentiality laws will be followed in connection with this agreement.

This agreement can be terminated by any party without cause by giving written notice to the other parties.

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*We, the undersigned, have reviewed and hereby accept and endorse the Garth House MOU.

Name/Agency	<u>Date</u>
Judge Jeff Branick	6/11/2024
Judge Jeff Branick – Jefferson County Judge — Docusigned by:	
keith Giblin	6/6/2024
Keith Giblin - Jefferson County District Attorney	
Sheriff Zena Stephens	6/3/2024
Sheriff Zena Stephens – Jefferson County Sheriff's Office	
2-PDnt	6/19/2024
Chief James P, Singletary – Beaumont Police Department	
Chiefferf 1-	5/30/2024
C37631131776455 Marshal Chris Robin (Interim) - Groves Police Department Docusigned by:	
Chief Gary Porter	5/31/2024
Chief Gary Porter – Nederland Police Department	
THE	7/4/2024
Chief Timothy Duriso - Port Arthur Police Department	
Chief Howard Sylve	6/4/2024
Chief Howard Sylve – Port Arthur ISD Police Department	
Chief Cheri Griffith	6/3/2024
87736FCARED7434 Chief Cheri Griffith – Port Neches Police Department DocuSigned by:	
Chief Joseph Malbrough	6/19/2024
Chief Joseph Malbrough – Beaumont ISD Police Department	
Kuth Hailes	4/12/24
Ketta Gailes – DFPS Child Protective Investigations Regional Director	
Loi Stabilide MSW	4/10/24
Lori Sutton-White – DFPS Child Protective Services Regional Director	
Alsida Jarvis	05/07/2024_
Aleida Jarvis – DAPS Child Protective Services Regional Director	

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Cameron Garza 4/10/24 Cameron Garza- Deputy DFPS Childcare Investigations Director Charles McPherson 4/10/24 Charles McPherson - DFPS Adult Protective Services In-Home Investigations District Director DocuSigned by: 6/1/2024 Brenda Garison Brenda Garison – Child Abuse & Forensic Services DocuSigned by: 5/29/2024 Misty (raver Craver – Jefferson County Victim's Assistance Mist Trevino – Chief Executive Officer CHRISTUS Southeast Texas Health System Raul Elizabeth Woods 5/29/2024 Elizabeth Woods - Executive Director CASA of S.E. Texas DocuSigned by: 5/30/2024 Ed (ocknll Ed Cockrell – Jefferson County Juvenile Probation

one. MA LPC-S

Julie H. Prudhome, M.A., LPC-S - Clinical Director, Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

ID N

Marion Vanner - Executive Director, Garth House, Mickey Mehaffy Children's Advocacy Program, Inc.

5-8-24



Clint Turner Chief Deputy E-Mail <u>Clint.Turner@jeffcotx.us</u>

Tim Funchess County Treasurer 1149 Pearl Street – Basement Beaumont, Texas 77701 Office (409) 835-8509 Fax (409) 839-2347 E-Mail <u>tim.funchess@jeffcotx.us</u>

July 18, 2024

Judge Jeff R. Branick and Commissioners Court Jefferson County Courthouse Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of June 30, 2024, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.995%. The 90 day Treasury discount rate on June 30, 2024 was 5.22% and the interest on your checking accounts for the month of June was 5.00%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda July 23, 2024, to be received and filed.

Sincerely,

anches

Tim Funchess, CCT, CIO Enclosure

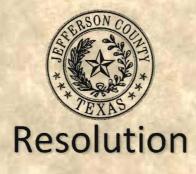
Agenda should read:

Receive and File Investment Schedule for June, 2024, including the year to date total earnings on County funds.

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					MON	MONTH END J	Ē	3 FE	2024	SON COUNTY	SON COUNTY 024 INVESTMENT SCHEDULE	DULE				
SECURITY	SETTLEMENT	PAR	AMOUNT	PRICE	EXP.	MATURITY			# Days	CUSIP/C.D.	BROKER	CURRENT	Current	ACCRUED FROM	Coupon paid	BOOK VALUE
S	- Poir	DWDOIN1		THU	TIELU	Date	DATE	to mat	Invested	NUMBER	DEALER	VALUE	Price	PURCHASE COUPON	TO DATE	ACCRUED INT.)
TEXAS CLASS		\$0.00	\$0.00	100	0.000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$0.00	\$0.00
50																
CDS and Securities																
FHLB 5.00%	22-Jan-24	\$2,000,000.00	\$2,000,000 00	100	5.000%	22-Jan-26	22-Oct-24	571	731	3130AYL 79	NATIONAL ALLIANCE	\$1,994,180.00	\$99 7100	\$44.166.67	\$0 00	\$2 038 346 67
FNMA 5.00%	25-Jan-24	\$2,000,000 00	\$2,000,000.00	100	5.000%	25-Jan-27	25-Oct-24	939	1096	3135GAMC2	NATIONAL ALLIANCE	\$1,997,700.00	\$99.8900	\$43,333.33	\$0.00	\$2,041,033.33
FNMA 5.15%	16-Feb-24	\$5,000,000.00	\$5,000,715 28	100	5.150%	12-Feb-27	12-Feb-25	957	1092	3135GAP21	NATIONAL ALLIANCE	\$4,998,250.00	S99.9700	\$96,562.50	\$0.00	\$5,094,812.50
FHLB 5.55%	04-Mar-24	\$5,000,000.00	\$5,000,000.00	100	5.550%	04-Mar-27	04-Sep-24	977	1095	3130BOB73	NATIONAL ALLIANCE	\$4,981,700.00	\$99.6300	\$90,187.50	\$0.00	\$5,071,887.50
FNMA 5.05%	12-Apr-23	\$3,000,000 00	\$3,000,000.00	100	5.050%	12-Jul-24	12-Jul-23	12	457	3135GAG47	NATIONAL ALLIANCE	\$2,999,670.00	0066 66\$	\$33,245.83	\$151,500.00	\$3,032,915 83
FHLB 5.15	01-Apr-24	\$5,000,000.00	\$5,000,000.00	100	5.150%	01-Apr-27	01-Apr-25	1005	1095	3130BOLW7	NATIONAL ALLIANCE	\$4,982,050.00	\$99 6400	\$64,375.00	\$0.00	\$5,046,425.00
FNMA 5.50	07-May-24	\$5,000,000.00	\$5,000,000.00	100	5 500%	07-May-27	07-May-25	1041	1095	3135GASF9	NATIONAL ALLIANCE	\$4,989,850 00	\$99.8000	\$41,250.00	\$0.00	\$5,031,100.00
FHLB 5 50% (NEW)	24-Jun-24	\$3,000,000.00	\$3,000,000.00	100	5.500%	24-Jun-27	24-Dec-24	1089	1095	3130B1SJ7	NATIONAL ALLIANCE	\$2,997,600.00	\$99 9200	\$3,208.33	\$0.00	\$3,000,808.33
FHLB 5.50%	21-Dec-23	\$2,000,000.00	\$2,000,000.00	100	5.500%	21-Dec-26	21-Mar-24	904	1096	3130AYA22	NATIONAL ALLIANCE	\$1,995,460.00	\$99 7700	\$3,055.56	\$55,000.00	\$1,998,515.56
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3 875%	30-Dec-24	30-Sep-22	183	914	3130ASGS2	WELLS SECURITIES	\$2,979,403.92	\$99.3135	\$322.92	\$232,500.00	\$2,979,726.84
FHLMC 4.00%	13-Sep-22	\$5,000,000 00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	75	731	3134GXT61	WELLS SECURITIES	\$4,982,760 45	\$99.6552	\$60,000.00	\$300,000.00	\$5,042,760.45
FHLB 4 00%	23-Sep-22	\$4,000,000 00	\$4,000,000.00	100	4.000%	23-Sep-24	23-Mar-23	85	731	3130AT4M6	WELLS SECURITIES	\$3,984,504.76	\$99 6126	\$43,555.56	\$240,000 00	\$4,028,060.32
FHLMC 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5 080%	25-Oct-24	15-Jan-23	117	728	3134GX4M3	WELLS SECURITIES	\$4,993,806.80	\$99 8761	\$46,566.67	\$378,883.33	\$5,040,373.47
FHI MC 5 25%	30-Nov-22	\$5,000,000,00	\$5,000,000,00	100	5.210%	23-May-25	20-May-23	514	1092	3130ATX69	WELLS SECURITIES	\$4,998,690.05	\$99 9738	\$25,326.39	\$387,855.56	\$5,024,016.44
										010101110			470.02 IT	ani li ma	000,040.00	
		TOTAL PAR	AMT. INVESTED		AVG. YLD	TREAS. RATE			AVG.	MATURITY		TOTAL MARKET				TOTAL BOOK
INVESTMENT ACCTS		\$0.00	\$0.00			-						\$0 00		0.00		
CDs and Securities		\$59,000,000.00	\$59,000,715.28		4.995%	4.865%			578	DAYS		\$58,856,693.53		622,864.59	\$2,134,384.72	
PLEDO	GE COLLATER	PLEDGE COLLATERAL REPORT WELLS FARGO	30	COMP	LIANCE	COMPLIANCE STATEMENT						\$58,856,693.53		622,864.59	\$2,134,384.72	\$59,479,558.12
	ALL C	ALL COUNTY FUNDS AS OF JUNE 30, 2024		This in ar The inves	n unaudited stment port	This in an unaudited statement made in accordance with provisions of The investment portfolios of Jefferson County comply with the strategi	accordance with County comply with	provisions h the strat	of Governr egies in the	Jefferson County	This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Ac The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.	unds Investment Act es.				
MARKET VALUE OF PLEDGE SECURITIES	EDGE SECURI	TIES	\$250,000,000.00						(for t	une less	1				
BALANCE IN ALL ACCOUNTS	UNTS		\$186,021,789.06						5							
OVER OR (UNDER) AMOUNT	OUNT:		\$63,978,210.94 134.39%							Tim	Tim Functess, Jefferson County Treasurer/Investment Officer	l Investment Officer				
			JUNE 20	24, JE	EFFER	JUNE 2024, JEFFERSON COUNTY INVESTMEN	NTY INVE	STME		T MATURITIES						-
						MATURED SECURITIES AND INTEREST EARNED	ANUINIE	IN IN	EART	NEC						
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT	PRICE	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE		# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER	INTEREST EARNINGS				
INVESTMENTS								_								
TEXAS CLASS																
FHLB 5 50%	18-Sep-23	\$3 000.000 00	\$3,000,000,00	100	5 500%	18-Sen-25	18lun-24		731	31304 8768	NATIONAL ALLIANCE	\$41 950 00				
FHLB 5 50%	21-Dec-23	\$2,000,000.00	\$2,000,000.00	100	5.500%	21-Dec-26	21-Jun-24		1096	3130AYA22	NATIONAL ALLIANCE	\$55,000.00	COUPON			
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Jun-24		914	3130ASGS2	WELLS SECURITIES	\$58,125.00	COUPON			
CHECKING INTEREST	-												\$154,375.00			
POOLED CASH ACCT		JUNE INTEREST			5 00%				30	1004221717	STELLAR BANK	\$577.361.74				
OTHER COUNTY ACCTS		JUNE INTEREST			5 00%				30		STELLAR BANK	\$35,475.45				
TAX LICENSE ACCT		JUNE INTEREST			5 00%				30	1004224083	STELLAR BANK	\$5,369.04				
TOTAL		\$8,000,000.00	\$8.000.000.00									\$772 581 23	\$618,206.23			
		40,000,000.00	40,000,000.00									\$112,581.23	\$112,581.23			INV9-202-

		FISCAL YEAI	R 2023-2024		351	
	YIELD TO I	MATURITY ANI	DINTEREST	EARNINGS		
MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD	
OCTOBER	5.330%	\$625,734.93	5.070%			
NOVEMBER	5.250%	\$783,873.65	5.080%		ů.	
DECEMBER	5.200%	\$690,029.18	5.000%			
JANUARY	5.220%	\$783,694.01	4.950%			
FEBRUARY	5.250%	\$996,589.65	4.970%			
MARCH	5.230%	\$1,147,273.85	5.000%			
APRIL	5.250%	\$889,574.50	4.980%			
MAY	5.250%	\$936,186.85	5.000%			
JUNE	5.220%	\$772,581.23	5.000%			
JULY						
AUGUST						
SEPTEMBER						
ANNUAL TOTALS		\$7,625,537.85		\$0.00	\$7,625,537.85	



\$ \$

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STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS' COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the <u>23</u> day of <u>July</u>, 2024, on motion made by <u>Eddie Arnold</u>, Commissioner of Precinct No. <u>1</u>, and seconded by <u>Cary Erickson</u>, Commissioner of Precinct No. <u>2</u>, the following Resolution was adopted:

AMEND SECTIONS 1 AND 3 OF THE JEFFERSON COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS

WHEREAS, Jefferson County has approved Subdivision and Development Regulation to comply with Texas State laws to ensure the safety and welfare of its citizens; and

WHEREAS, new State and Federal regulations are promulgated which necessitate that Jefferson County amend its regulations to comply with them; and

WHEREAS, the Director of the Jefferson County Department of Engineering believes that it is now necessary to amend Sections 1 and 3 of the current regulations.

NOW THEREFORE BE IT RESOLVED THAT: the proposed amendments to Sections 1 and 3 of the Jefferson County Subdivision and Development Regulations are hereby approved.

Signed this <u>a3</u>rday of <u>July</u>, 2024

R. BRANICK

DUNTY JUDGE

COMMISSIONER EDDIE ARNOLD Precinct No. 1

ary E:

COMMISSIONER CARY ERICKSON Precinct No.2

COMMISSIONER MICHAEL SAINEGAL Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED Precinct No. 4

Jefferson County

Subdivision And Development Regulations

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Section 2 General Subdivision Requirements Section 3 Exemptions Section 4 Preliminary Plat Section 5 Final Plat Section 6 Street Design and Construction Section 7 Acceptance of Road Maintenance and Construction Security Section 8 Water and Wastewater Standards Section 9 Drainage and Flood Control Section 10 Revision and Cancellation Section 11 Private Road Subdivisions Section 12 Variances Section 13 Enforcement and Penalties Section 14 Severability Appendix 1 Standard Plat Notes and Certifications Appendix 2 Standard Forms for Construction Security and Maintenance Security Appendix 3 Sample Form for Water and Wastewater Service Agreement Appendix 4 Sample OSSF (On Site Sewage Facility) Chart for Plats Appendix 5 Jefferson County Flood Damage Prevention Ordinance Appendix 6 Minimum Standards for Roadway Widths, Shoulders and Ditches Appendix 7 Recreational Vehicle Park Development Regulations Appendix 8 Infrastructure Requirements for Manufactured Home Rental Communities

Section 1 Definitions

Resolution Page

AMENDMENTS

Amendment No.1 -10-18-2010:

Added section 8.11 (b) and (c)

Amended the wordage in the Surety Bond and the Irrevocable Letter of Credit in Appendix 3 to read as: "to provide for the construction and completion of the street, drainage, water and sewer improvements ... "

Amendment No. 2 -03-28-2011:

Added the "Standard Non-Commercial Driveway Detail"

Amendment No. 3 -07-15-2019:

Expands the definition of Accessory Structures and provides exceptions for them.

Amendment No. 4 -10-15-2019:

Addition of the following line to the definition of Substantial Improvement: This term includes structurers which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed.

Replace the phrase "substantial development" with "substantial improvement" in the first sentence of Section 4.1-1.

Amendment No.5 -07-20-2021:

Added section 11.2 (a) and (b) Acceptance of Private Subdivisions into the County System.

Amendment No. 6 -01-18-2022

Added section 5.2-5 Jefferson County Hazard Mitigation Assistance (HMA) Grant Projects.

Amendment No. 7 -05-23-2023

Added Appendices Appendix 7: Recreational Vehicle Park Development Regulations

Appendix 8: Infrastructure requirements for Manufactured Home Rental Communities

Amendment No. 8 -06-27-2023

Appendix 5: Flood Prevention Order

Amendment No. 9 – 07-23-2024

Modifications to Section 1 – Conflict and Definitions Added Conflict Section Added definition of Tiny Homes Modifications to Section 3 - Exemptions Modified list of exemptions Added approval process for obtaining an exemption

SECTION 1 CONFLICT AND DEFINITIONS

CONFLICT:

In the event any part of this policy is in conflict with Texas law, whether by legislative action or by court decree, Texas law will prevail over the conflicted portion.

DEFINITIONS:

All capitalized terms used in these Regulations shall have the meaning ascribed to them in this Section, unless no definition is found in this Section, in which case the meaning should be drawn by the context and common English usage.

1.1 Applicant – An Owner or authorized representative seeking approval of a proposed Subdivision pursuant to these Regulations.

1.2 Checklist, Preliminary Plat – An itemization of requirements that must be met for Preliminary Plat review. These requirements are more fully outlined in Article 4.

1.3 Checklist, Final Plat – An itemization of requirements that must be met for the Final Plat review. These requirements are more fully outlined in Article 5.

1.4 Commissioners Court – The Commissioners Court of Jefferson County.

1.5 County – Jefferson County, Texas

1.6 County Road System – That system of roads, streets, etc. which Jefferson County maintains and that are open to public use.

1.7 County Clerk – The County Clerk of Jefferson County.

1.8 Designated Agent – A County employee, County department, or outside consultant designated to perform certain duties laid out in the Subdivision and Development Regulations.

1.9 Flag Lot – A Flag Lot is a Lot designed to provide a minimum avenue of road access while allowing other Lots to be stacked around it, so that the result is a Lot which is often shaped something like a flag, with a "flag pole" of access stretching out to the nearest road - and other "flag poles" adjacent, leading to more "flag lots". As provided for in Chapter 251 of the Texas transportation Code and in other state laws the County has the general authority and responsibility for road and drainage maintenance and safety. Minimum driveway spacing is one critical component of both public safety and effective road and drainage maintenance where County equipment must operate in barrow ditches or along rural road shoulders. The Texas Association of Counties, working with professional engineers and planners, has reported on the problems created by Flag Lots in many counties in Texas – problems related to inadequate road and driveway access, shoulder maintenance, drainage maintenance, addressing, the delivery of emergency services, school bus routing, and the preservation of adequate sight distance for public safety. Therefore, Flag Lots shall generally not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Precinct Commissioner or Designated Agent shall advise the Commissioners Court if a proposed Lot constitutes a "Flag Lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination as part of the Subdivision process.

1.10 Final Plat – A map of a proposed Subdivision of land prepared in a form suitable for filing of record with all necessary survey drawings, notes, information, affidavits, dedications and acceptances as required by these Regulations.

1.11 Finished Floor Elevation – One foot above the elevation shown on the Flood Insurance Rate Map that indicates the water surface elevation resulting from a flood that has a one (1) percent chance of equaling or exceeding that level in any given year.

1.12 Lot – Any tract to be created by the division of the Original Tract pursuant to the proposed Subdivision application, including the remainder of the Original Tract

1.13 NGVD 83 Datum – National Geodetic Vertical Datum dated 1983.

1.14 Original Tract – The parcel of land owned by an Owner prior to the proposed subdivision of this parcel.

1.15 Owner – Any person(s), group(s), firm(s), corporation(s) or any other legal entity having legal title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.

1.16 Private Road Subdivision – A subdivision whose roads, drainage, etc are private, not within the Jefferson County Road System and therefore not maintained by Jefferson Countyor open to the Public.

1.17 Precinct Commissioner – The elected County Commissioner in whose precinct the Subdivision or development project is proposed.

1.18 Permitted Street – A Street that meets the requirements of Jefferson County under these Regulations.

1.19 Preliminary Plat – A map of proposed Subdivision of land showing the general dimensions and boundaries of each Lot, Topography, Floodplain, the layout of proposed streets, drainage improvements, utility infrastructure, any easements, and other information required by these Regulations. The Preliminary Plat shall show the entire tract of land being proposed for development, including contiguous land owned by the same party, even when the project is planned for multiple phase development.

1.20 Public Road Subdivision - A subdivision whose roads, drainage, etc are after an approved 1 year maintenance period, are accepted into the Jefferson County Road System and therefore maintained by Jefferson County and open to the Public.

1.21Record Plat – A Final Plat that has been approved by the Commissioners Court and is prepared by the Applicant for recordation in the Plat Records of Jefferson County.

1.22 Rules – The Jefferson County Subdivision and Development Rules.

1.23 Serve – To provide a formal copy or application, such as a proposed Subdivision plat or Subdivision Application, and to obtain a receipt for its delivery. For example, a completed copy of the Preliminary Checklist must be served to the County Engineer and the PrecinctCommissioner.

1.24 State Plane Coordinate – Coordinate system designed for specific regions of the United States. For Jefferson County the state plane coordinate system is: Texas South Central, FIPS Zone 4204, NAD83

1.25 Subdivision – The division of land located within Jefferson County outside the corporate limits of a municipality into two or more parcels to lay out: (1) a subdivision of the tract, including an addition; (2) lots; or (3) streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to

the streets, alleys, squares, parks, or other parts. Subdivision of a tract includes a division regardless of whether it is made by using a metes and bounds description in a deed of conveyance or in a contract for deed, by using a contract for sale or other executory contract to convey, or by using any other method. Because County review of subdivision and development activity can be important to many aspects of public health and safety – such as drainage and flood control, 9-1-1 addressing, septic tank sizing and road planning, among others – it is the intent of the Commissioners Court of Jefferson County that the term "subdivision" be interpreted to include all divisions of land to the fullest extent permitted under the laws of the State of Texas, except where specific exceptions may be noted in these rules.

SECTION 3 EXEMPTIONS

3.1 Exempted Subdivisions. The following Subdivision may be exempt from Section 2.2 and may not be required to obtain plat approval under these Regulations:

- **3.1.1** The land is used primarily for agricultural use, as defined by Section 1-d, Article VII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution and not laying out a street.
- **3.1.2** The land is being divided among close family members and no more than four lots are being created for these family members. To qualify for the exemption, all of these lots must have adequate existing road frontage, with no new streets, parks, alleys or any other parts of the tract intended to be dedicated to public use. Generally, to be considered having adequate road frontage to guarantee safe driveway spacing, sight distance, and reasonable maintenance of road and drainage areas, each Lot must have a least 60 feet (60') of frontage. The County relies on the state's definition of what is close family under the exemption clause provided in the state law that governs county subdivision authority. Thus, close family is defined as a family member related within the third degree of consanguinity or affinity, in accordance with the Government Code, Chapter 573.023 (c); an individual's relatives within the third degree by consanguinity are the individual's:

(a) Parent or child (relatives in the first degree);

(b) Brother, sister, grandparent, or grandchild (relatives in the second degree); and

(c) Great-grandparent, great-grandchild, aunt who is a sister of aparent of the

individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).

In accordance with the Government Code, Chapter 573.025 (b), an individual's relatives within the third degree by affinity are the individual's:

(a) Anyone related by consanguinity to the individual's spouse in one of the ways named in Chapter 573.023 (c); and

(b) The spouse of anyone related to the individual by consanguinity in one of the ways named on Chapter 573.023 (c).

3.1.3 Omitted

3.1.4 Omitted

- **3.1.5** The State of Texas or any state agency, board, or commission of Land owned by the permanent school fund or any other dedicated funds of the state shall be exempt unless laying out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of Lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts.
- **3.1.6** The owner of the tract of land is a political subdivision of the state, the land is situated in a floodplain, and the Lots are sold to adjoining landowners.
- **3.1.7** The Applicant is creating two tracts, one to be retained by the owner and the other to be transferred to another person who will further subdivide that tract subject to the plat approval requirements of these Regulations. To qualify for this

exemption, the Applicant may not lay out streets, alleys, squares, parks or other parts of the tract intended to be for the use of the public or the common use of Lot or tract owners.

3.1.8 Omitted

- **3.1.9** All exemptions in this subsection must be approved in writing by the County Engineer prior to the division of the property. To claim any exemption, the person or entity who claims to be entitled to any exclusion to platting set out in these rules must provide:
 - (a) A sworn affidavit claiming the exemption and setting out the detailed basis for exclusion from the platting requirement
 - (b) A copy of the deeds or other instruments creating the daughter tracts referenced in the affidavit.

PIPELINE PERMIT POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permitee shall comply with all rules, regulations, principles, and specifications herein contained an only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permitee is allowed three months from the granting of the permit to start construction. Once started, the permitee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

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Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permitee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permitee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permitee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permitee.

In any case in which the pubic welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permitee and in which it is judged that the permitee cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permitee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permitee, its agents, servants, employees, and contractors may do or cause to be done.

The permitee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way

SPECIFICATIONS

<u>General</u>

The permitee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permitee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permitee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permitee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permitee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permitee for such work.

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Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway ad shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6)feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. <u>Casing</u> The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. <u>Backfill</u> The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand $(1 \frac{1}{2} \text{ sack per cubic yard})$ to within 2" of the sub-base and compacted.
- c. <u>Base</u> The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".
- d. Surface
- 1. <u>Dirt, Shell or Gravel Surface</u> The original surface shall be replaced with an equal thickness of shell or gravel, bet in no case less than 6" of well-compacted material will be accepted.

- 2. <u>Bituminous Surface</u> The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
- 3. <u>Concrete Surface</u> The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must e replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

<u>Lines paralleling Method of Placement</u> (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The permitee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permitee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permitee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

The permit fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permitee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permitee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer. 368

Permit Number: Precinct Number: Bond Number:

APPLICATION FOR PIPE LINE PERMIT

Date:

HONORABLE COMMISSIONERS' COURT JEFFERSON COUNTY **BEAUMONT, TEXAS 77701**

Ladies or Gentlemen:

______, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow: It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date. Enclosed, please find the required permit fee: _____ Road crossing @\$100.00 ______ \$_____ _____ Miles parallel @\$150.00/mile or fraction _____\$_____ TOTAL ______ \$_____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

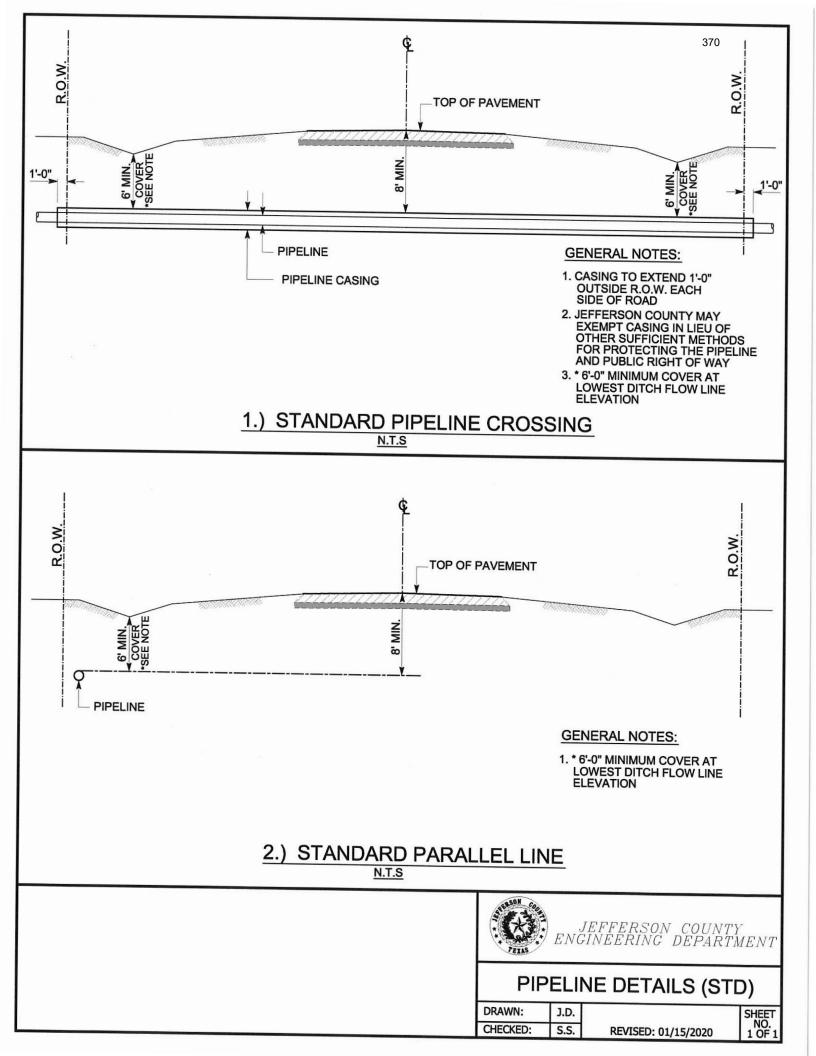
Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Company Name

Address

Company Representative Name/Title

Phone Number



ENGINEERING ACTION FORM

The minimum standard bond required is \$ 35,000.00

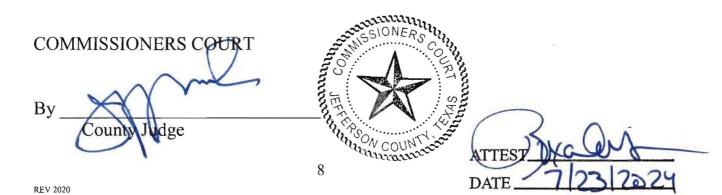
County Engineer

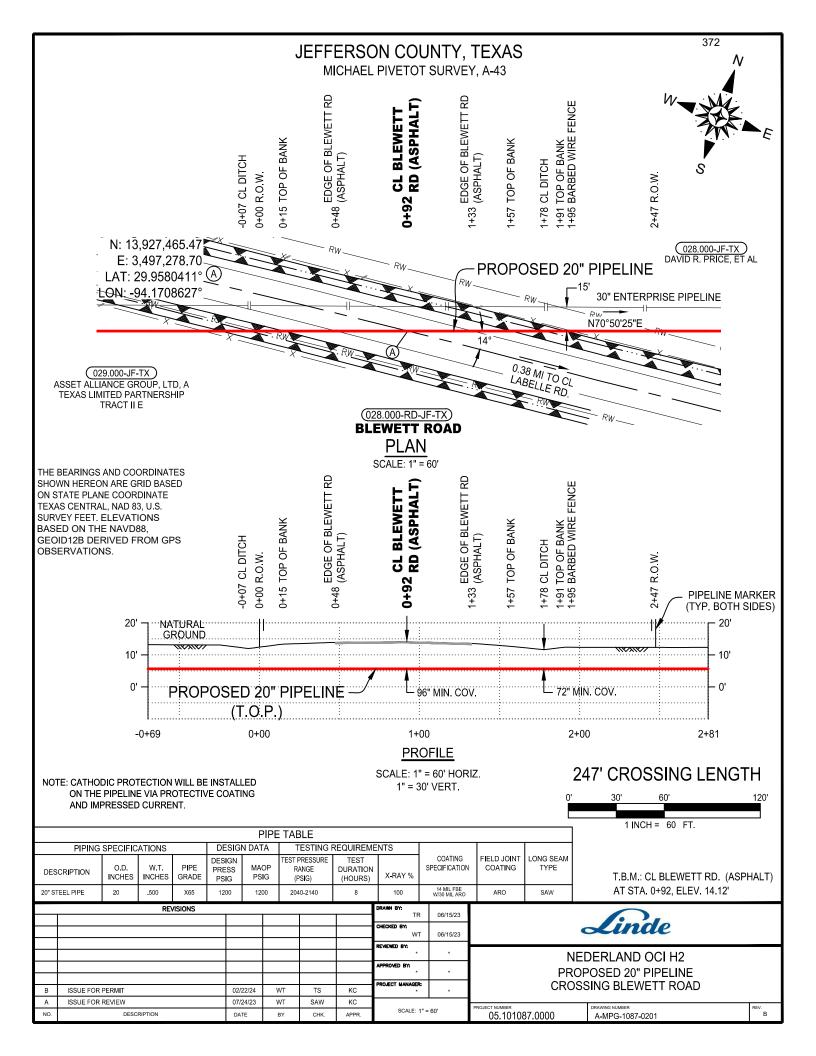
07/16/2024

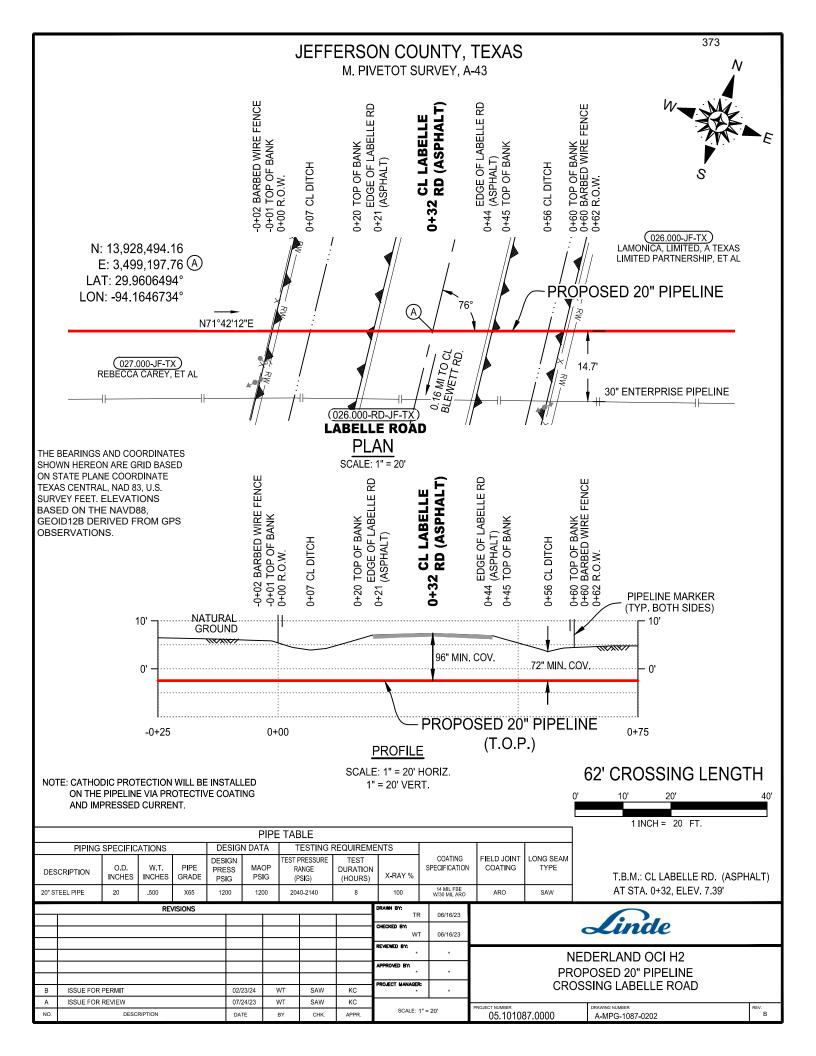
Date

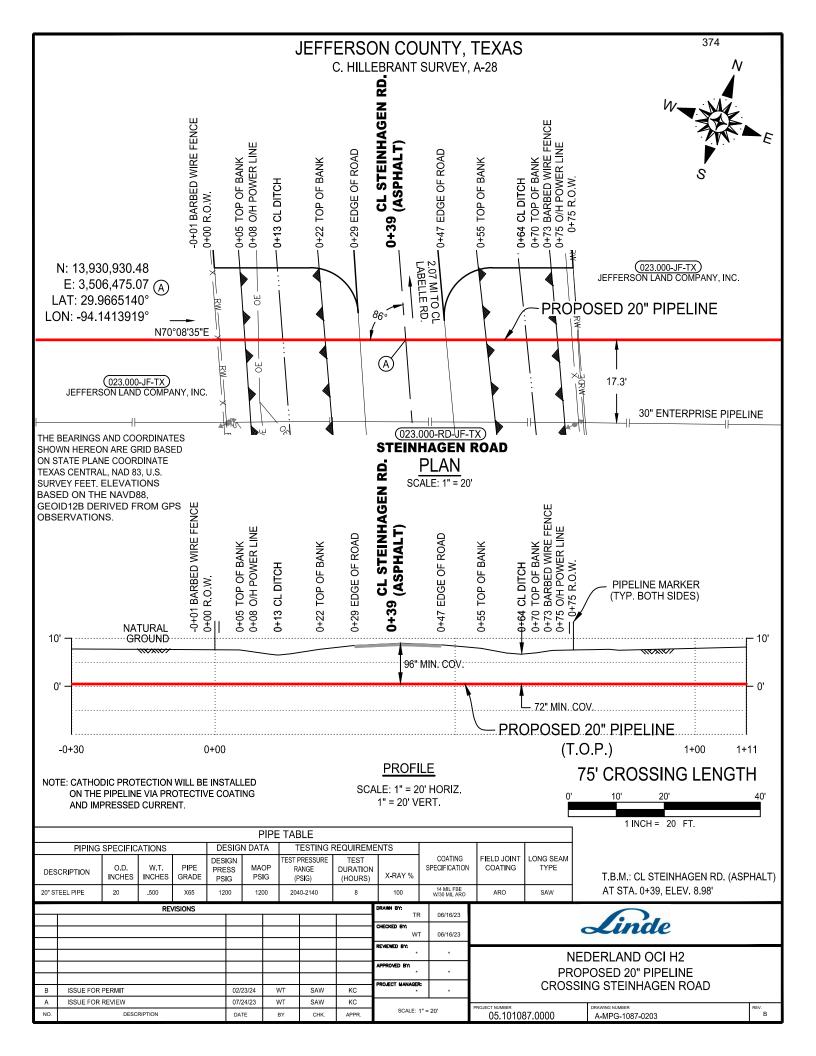
COMMISSIONERS COURT ORDER

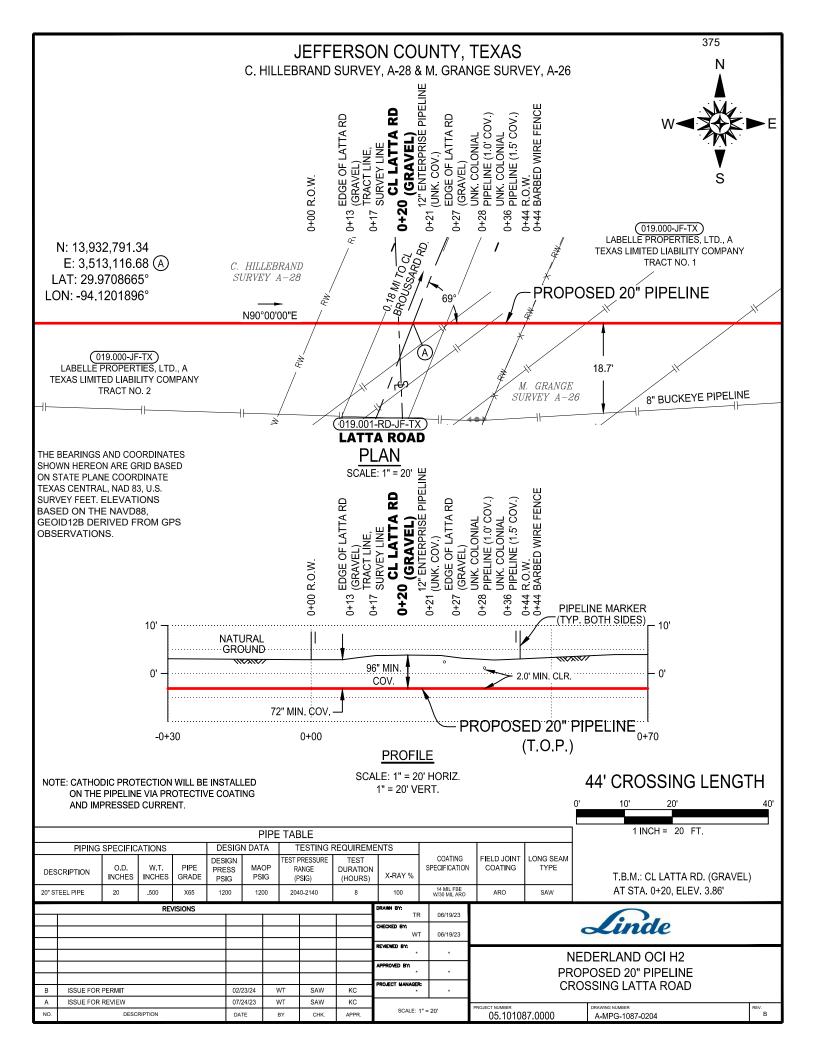
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$<u>35,000.00</u>. Special conditions of construction (are/are not) attached hereto.

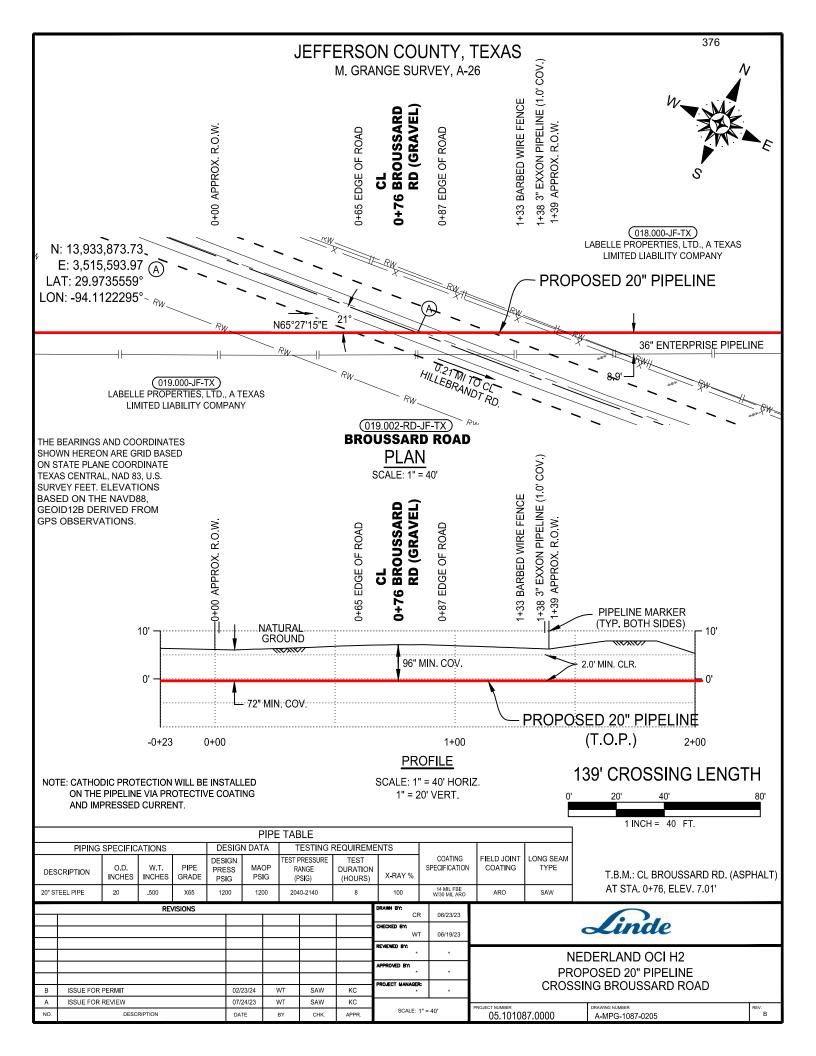


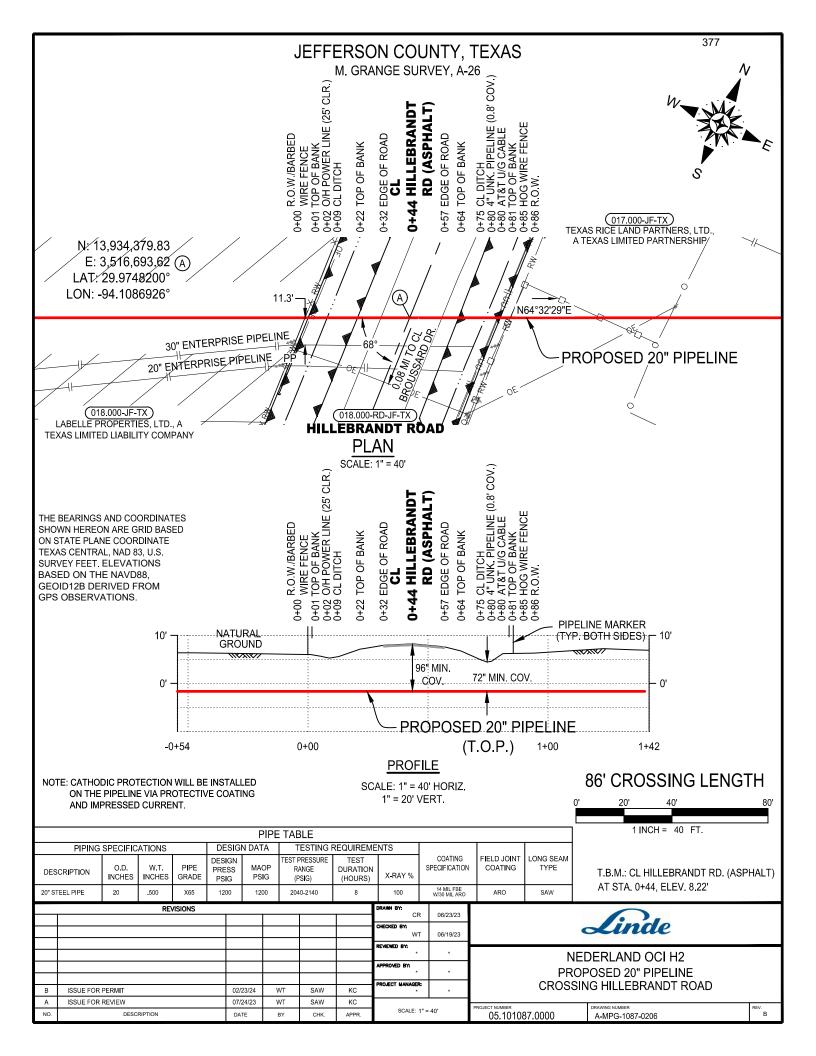


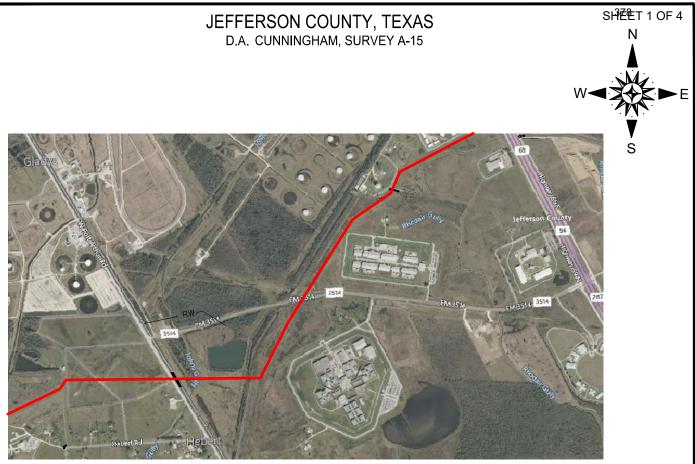








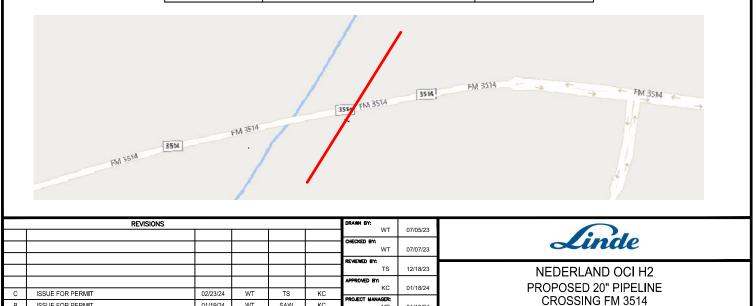




PROJECT # 05.101087.0000 JANUARY, 2024

JEFFERSON COUNTY, TX

SHEET NUMBER	SHEET DESCRIPTION	ISSUE DATE/REVISION
COVER	COVER PAGE	02/23/24
NOTES	GENERAL NOTES	02/23/24
1	FM 3514	02/23/24
2	BARLOWS CALCULATIONS	02/23/24



В	ISSUE FOR PERMIT	01/19/24 WT SAW KC MB			MB	01/18/24							
Α	ISSUE FOR REVIEW	07/26/23	WT	SAW	KC			PROJECT NUMBER	DRAWING NUMBER	REV.			
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	SCALE: N.T.	S.	05.101087.0000	A-MPG-1087-0209	C			

ISSUE FOR PERMIT

02/23/24

WT

TS

KC

GENERAL NOTES

- ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS; INCLUDING BUT NOT LIMITED TO THE CODE OF FEDERAL REGULATIONS (CFR) TITLE 49, SUBTITLE B, CHAPTER I, SUBCHAPTER D, PART 192 (TRANSPORTATION OF NATURAL AND OTHER GAS BY PIPELINE: MINIMUM FEDERAL SAFETY STANDARDS). CONSTRUCTION PRACTICES SHALL CONFORM TO THE LATEST VERSIONS OF ATMOS ENERGY CONSTRUCTION PROCEDURES MANUAL, THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES, THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE-OF-WAY ASSOCIATION (AREMA) MANUAL FOR RAILWAY
- 2. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. WHEN REQUIRED BY THE REGULATIONS, THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATIONS FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEMS AND LICENSED BY THE STATE OF TEXAS. SUBMIT PLAN TO THE OWNER PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION.
- 3. THE CONTRACTOR SHALL NOTIFY ATMOS ENERGY PERSONNEL AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 4. ALL EXISTING AND PROPOSED ATMOS ENERGY PIPELINES AND OTHER KNOWN OBSTRUCTIONS SHALL BE MARKED PRIOR TO THE START OF CONSTRUCTION. PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL CONTACT TEXAS811 AND MUNICIPAL UTILITY OWNERS.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 24" FROM ANY UNDERGROUND OBSTRUCTION IN OPEN CUT SECTIONS AND 48" FROM ANY UNDERGROUND OBSTRUCTION IN BORE SECTIONS, EXCEPT UPON APPROVAL OF VARIANCE BY ATMOS ENERGY PERSONNEL.
- THE COORDINATES LISTED ARE IN NORTH AMERICAN DATUM 1983 (NAD83), TEXAS STATE PLANE -CENTRAL ZONE (4203).
- 7. FILL MATERIAL SHALL BE PLACED IN LIFTS NOT EXCEEDING EIGHT (8) INCHES IN LOOSE THICKNESS IN PUBLIC ROADWAY OR RAILWAY (IGHT-OF-WAY (ROW), UNLESS NOTED OTHERWISE IN THE CONTRACT DOCUMENTS. COMPACTION PROCEDURES OUTSIDE OF PUBLIC ROW, INCLUDING FILL MATERIAL AND MOISTURE CONTENT, SHALL COMPLY WITH ATMOS ENERGY STANDARDS.
- 8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND PROVIDE AS-BUILT COORDINATE DATA, INCLUDING ELEVATION DATA, AS REQUIRED PER ATMOS ENERGY STANDARDS AND AS NOTED IN THE CONTRACT DOCUMENTS. THE DATA SHALL BE PROVIDED WITH WORLD GEODETIC SYSTEM (WGS) 1984 LATITUDE AND LONGITUDE COORDINATES IN DECIMAL DEGREE FORMAT WITH A MINIMUM OF 7 DECIMALS.
- THE CONTRACTOR SHALL MAINTAIN THE MINIMUM COVER REQUIREMENTS TO THE TOP OF PIPE AS SPECIFIED BELOW, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS: (ANY DEVIATION FROM DESIGN NEEDS TO HAVE ATMOS ENERGY, PROJECT UTILITY COORDINATOR, TxDOT AND/OR CITY APPROVALS.)
 - A. HIGH DENSITY POLYETHYLENE PIPE (I.E. HDPE OR POLY):
 - I. UNPAVED COVER / PARALLEL TO ROAD RIGHT-OF-WAY: 60 INCHES
 - II. PERPENDICULAR TO ROAD RIGHT-OF-WAY: 60 INCHES
 - III. WITHIN RAILROAD RIGHT-OF-WAY: REQUIRES STEEL CASING PIPE (REFER TO AREMA GUIDELINES)
 - B. STEEL PIPE
 - I. UNPAVED COVER / PARALLEL TO ROAD RIGHT-OF-WAY: 60 INCHES
 - II. PERPENDICULAR TO ROAD RIGHT-OF-WAY: 60 INCHES
 - III. WITHIN RAILROAD RIGHT-OF-WAY: REQUIRES STEEL CASING PIPE (REFER TO AREMA GUIDELINES)
- 10. FOR PIPELINE INSTALLATIONS, LOCATION MARKERS SHALL BE PROVIDED BY ATMOS ENERGY. THE MARKERS SHALL BE PLACED AT A MINIMUM OF EVERY 400 FEET WITHIN TXDOT ROW. LOCATION MARKERS SHALL ALSO BE PLACED AT IMPORTANT POSITIONS ALONG THE ALIGNMENT, INCLUDING THE ROW LINE AND OTHER CRITICAL LOCATIONS ALONG THE PIPELINE ALIGNMENT, AS DIRECTED BY ATMOS ENERGY PERSONNEL.

- PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL CONTACT TEXAS811 AND 11. MUNICIPAL UTILITY OWNERS. EXISTING UTILITY LOCATIONS SHOWN ARE TAKEN FROM AVAILABLE RECORDS PROVIDED BY THE UTILITY OWNER AND FIELD LOCATIONS OF SURFACE APPURTENANCES. LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH INDIVIDUAL UTILITY. SOME UTILITY LINES MAY NOT BE SHOWN. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATION AND PROTECTION OF EXISTING FACILITIES. WHETHER SHOWN OR NOT. CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR COORDINATION OF REPAIRS TO EXISTING FACILITIES, WHETHER SHOWN OR NOT, DAMAGED BY CONTRACTOR'S ACTIVITIES, CONTRACTOR SHALL BE RESPONSIBLE FOR AD JUSTMENT TO UTILITY APPURTENANCES. SUCH AS UTILITY MANHOLE LIDS AND VALVE COVERS. WHEN REQUIRED FOR CONSTRUCTION. CONTRACTOR SHALL COORDINATE UTILITY ADJUSTMENTS WITH OTHER DISCIPLINES AND THE APPROPRIATE UTILITY AGENCIES AND PROVIDE FOR ALL FEES FOR PERMITS, CONNECTIONS, INSPECTIONS, ETC. THESE ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION CONTRACT. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATION OF EXISTING UTILITIES SHALL NOT BE A BASIS FOR ADDITIONAL EXPENSE.
- 12. BARRICADING AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE LATEST EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PART VI, IN PARTICULAR. TRAFFIC FLOW AND ACCESS SHALL BE MAINTAINED DURING ALL PHASES OF THE CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC SAFETY MEASURES FOR WORK ON PROJECT.
- 13. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS SHALL BE RESTORED BY THE CONTRACTOR TO AT LEAST THE SAME CONDITION THAT THE REAL PROPERTY OR EXISTING IMPROVEMENTS WERE IN PRIOR TO THE DAMAGES. THIS RESTORATION SHALL BE SUBJECT TO THE OWNER'S APPROVAL; MOREOVER, THIS RESTORATION SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION TO THE CONTRACTOR. RESTORATION SHALL INCLUDE, BUT NOT BE LIMITED TO, REGRASSING, REVEGETATION, REPLACING FENCES, REPLACING TREES, ETC.
- 14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO:
 - A. PREVENT ANY DAMAGE TO PRIVATE PROPERTY AND PROPERTY OWNER'S POLES, FENCES, SHRUBS, ETC.
 - B. PROVIDE ACCESS TO ALL DRIVES DURING CONSTRUCTION.
 - C. PROTECT ALL UNDERGROUND UTILITIES TO REMAIN IN SERVICE.
 - D. NOTIFY ALL UTILITY COMPANIES AND VERIFY LOCATION OF ALL UTILITIES PRIO TO START OF CONSTRUCTION.
- 15. THE DRAWINGS CONTAINED HEREIN ARE NOT AND SHOULD NOT BE SOLELY CONSIDERED TO BE A STORM WATER POLLUTION PREVENTION PLAN. SHOULD THE CONTRACTOR CHOOSE TO USE THE INFORMATION HEREIN, HE SHALL DO SO WITH THE PROVISION THAT HE AT A MINIMUM MEETS ALL APPLICABLE RULES, REGULATIONS, CODES, AND PERMIT REQUIREMENTS FOR CONSTRUCTION ACTIVITIES.
- 16. BORE PROFILE IS INTENDED AS A GUIDE ONLY. DRILLER IS RESPONSIBLE FOR FINAL PROFILE AND MUST BE PRE-APPROVED BY ATMOS ENERGY.
- 17. WHERE THERE IS A DISCREPANCY BETWEEN REQUIREMENTS IN ANY PART OF THE CONTRACT DOCUMENTS, THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
- 18. ALL PIPE, FITTINGS, EQUIPMENT, AND APPURTENANCES SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.
- 19. PIPELINE WILL BE CATHODICALLY PROTECTED.
- PERCHERON PROFESSIONAL SERVICES, LLC. CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE REFERENCE INFORMATION PROVIDED BY OTHERS. THE DRAWINGS PROVIDED BY PERCHERON PROFESSIONAL SERVICES, LLC. ARE FOR CONSTRUCTION OF ATMOS GAS FACILITIES ONLY.
- 21. AERIAL IMAGERY SHOWN IS FROM THE NATIONAL AGRICULTURE IMAGERY PROGRAM (NAIP), PROVIDED BY THE TEXAS NATURAL RESOURCES INFORMATION SYSTEM (TNRIS).

	REVISIONS					DRAWN BY: WT	07/05/23		\bigcirc					
						CHECKED BY:	07/07/23	•	Linde					
						REVIEWED BY: TS	12/18/23	NFI	DERLAND OCI H2					
	ISSUE FOR PERMIT	02/23/24	WT	TS	кс	APPROVED BY: KC	01/18/24		PROPOSED 20" PIPELINE					
В	ISSUE FOR PERMIT	01/19/24	WT	SAW	кс	PROJECT MANAGER: MB 01/18/24		CR	COSSING FM 3514					
Α	ISSUE FOR REVIEW	07/26/23	WT	SAW	КС			PROJECT NUMBER	DRAWING NUMBER	REV.				
NO.	DESCRIPTION	DATE	BY	CHK.	APPR.	SCALE: N.T	.S.	05.101087.0000	A-MPG-1087-0209	c				

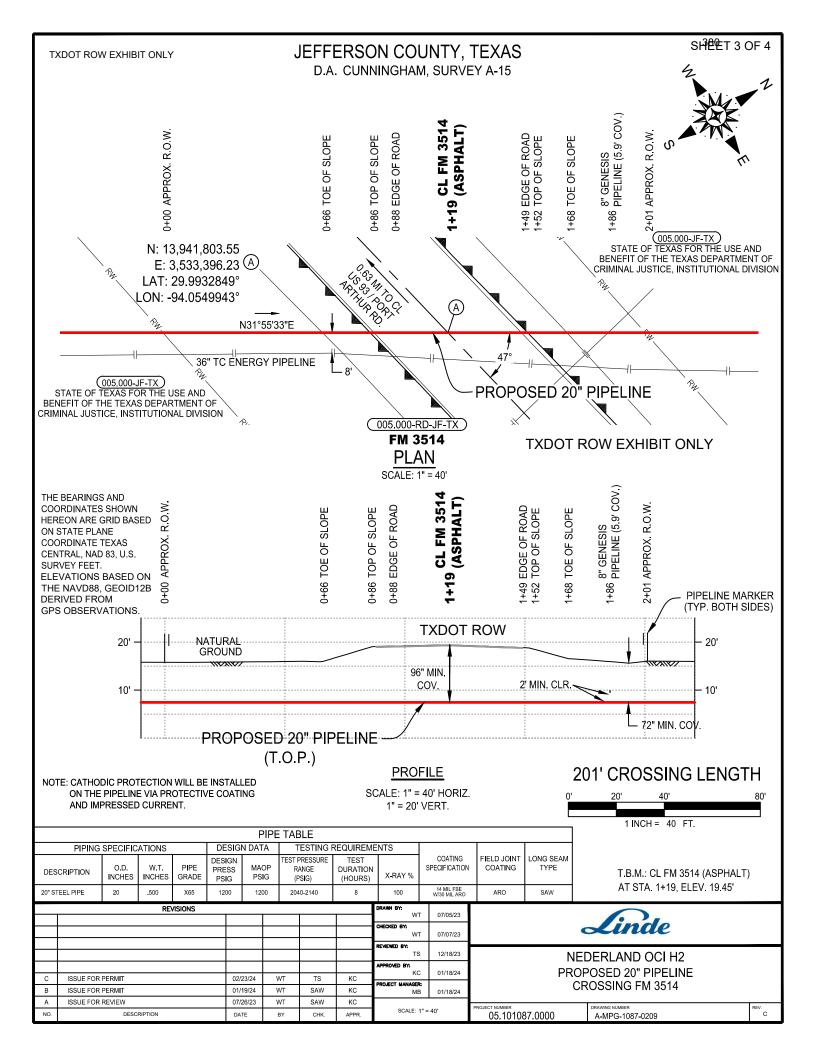


Exhibit A

N/A

N/A

N/A

N/A

Engineer's Seal

C

KEVIN MICHAEL COULTER

High Pressure Pipeline – at or above 60 PSI

NOTE: TXDOT has established a safety minimum for Barlow formulas. The Design Pressure (P) is required to be as close to 10% over the Maximum Operating Pressure/MAOP as possible. The Design Pressure can be greater than the 10%.

Barlow

CARRIER PIPE

CASING PIPE

1. Outside Diameter in.

3. Material Specifications

4. Minimum Yield Strength

2. Wall Thickness in.

- 1. Outside Diameter in. (D) 20.0 2. Wall Thickness in. (t) 0.500
- 3. Material Specifications
- 4. Minimum Yield Strength (S)
- 5. Design Factor (F)
- 6. Longitudinal/Seam Joint Factor (E)
- 7. Temperature Derating Factor (T)
- 8. Max. Operating Pressure/MAOP

Longitudinal Joint Factor (E): See § 192.113

Temperature Derating Factor (T): See § 192.115

9. Design Pressure (P)

P=((2xSx(t/D))xFxExT)

1300.0 psig

API 5L

X52

1.0

1.0

0.5 (Class 3 road)

Design Factor (F): See § 192.111

- 1100.0 psig
 - Liquid Pipeline Part 195 subpart C

P=((2xSx(t/D))xExF)Steam Joint Factor (E): See § 195.106 Design Factor (F): See § 195.106

Place Calculation Below

в

А

$$P = \frac{(2 * 52,000 * 0.500)}{20} * 0.5 * 1.0 * 1.0$$

$$P = 1300.0 \, psig$$

Kevin Michael Coulter DN: C=US, C=US, C=US, C=Kevin Michael Coulter Reason: Lam approving this document Date: 2024.01.18 15:19:26-06'00' Engineer's Signature Date REVISIONS wт 07/05/23 ide 07/07/23 wт тs 12/18/23 NEDERLAND OCI H2 01/18/24 **PROPOSED 20" PIPELINE** кс ISSUE FOR PERMIT 02/23/24 W TS KC **CROSSING FM 3514** GER ISSUE FOR PERMIT SAW KC 01/19/24 WT MB 01/18/24 ISSUE FOR REVIEW 07/26/23 WT SAW KC SCALE: N.T.S. 05.101087.0000 DESCRIPTION DATE ΒY СНК APPR A-MPG-1087-0209

The pipeline material and design must meet mini	mum Federal Safety Standards stated in 49 CFR:
Gas Pipeline Part 192 subpart C	Liquid Pipeline Part 195 subpart C



JEFFERSON COUNTY Engineering Department

July 8, 2024

Judge Branick and Jefferson County Commissioners Court

RE: Pine Island Estates Phase 3A Release of Warranty and Consideration of Acceptance for Maintenance

A request has been made for the release of warranty and the acceptance of streets and drainage facilities constructed as part of the Pine Island Estates Phase 3A subdivision. The streets in this subdivision, as shown on the attached plat, under consideration are:

- Ponderosa Trail (2,510 lineal feet); and
- Shortleaf Trail (312.63 lineal feet);

As required by the Jefferson County Subdivision and Development Regulations, we are submitting the following statements regarding the requested acceptance of the streets and drainage facilities in this subdivision:

- The streets, in their current condition and with no further repairs, upgrades or improvements, appear to be in compliance with the Regulations and all other guidelines in effect at the time of the inspection.
- All requirements regarding construction of drainage structures and driveway drain pipes have been satisfied; and
- The Precinct Commissioner and the Engineering Department recommend acceptance of the street by the Commissioner Court.

If approved by the Court, the streets will be added to the Jefferson County Road Inventory System.

Michelle Falgout, P.E. CFM County Engineer Jefferson County, Texas

Fittz&Shipman

INC.

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987) Terry G. Shipman, P.E., Senior Consultant Bernardino D. Tristan, P.E., Chief Executive Officer

June 10, 2024

Commissioner Eddie Arnold Jefferson County 1149 Pearl Street Beaumont, Texas 77701

RE: Doguet's Pine Island Estates - Phase 3A Request for Release of 1-Year Warranty

Dear Commissioner Arnold,

The Final Plat for Pine Island Estates Phase 3A as developed by Mike & Lisa Doguet was accepted by the Jefferson County Commissioners Court on 09/06/22 and has been maintained by Diamond D Development since that time. Therefore, we hereby request that the roads and drainage facilities within Pine Island Estates Phase 3A be accepted for maintenance by Jefferson County.

Historical Dates are:

04/19/21 - Preliminary Plat Accepted by City of Beaumont

11/16/21 - Preliminary Plat Accepted by Jefferson County Commissioners Court

07/05/22 - Walk Thru Inspection with Jefferson County

09/06/22 - Final Plat Accepted by Jefferson County Commissioners Court

09/09/22 - Final Plat Signed by City of Beaumont Planning

09/14/22 - Final Plat is recorded as #2022031651

Please contact me regarding questions or comments.

Sincerely,

Fittz & Shipman, Inc.

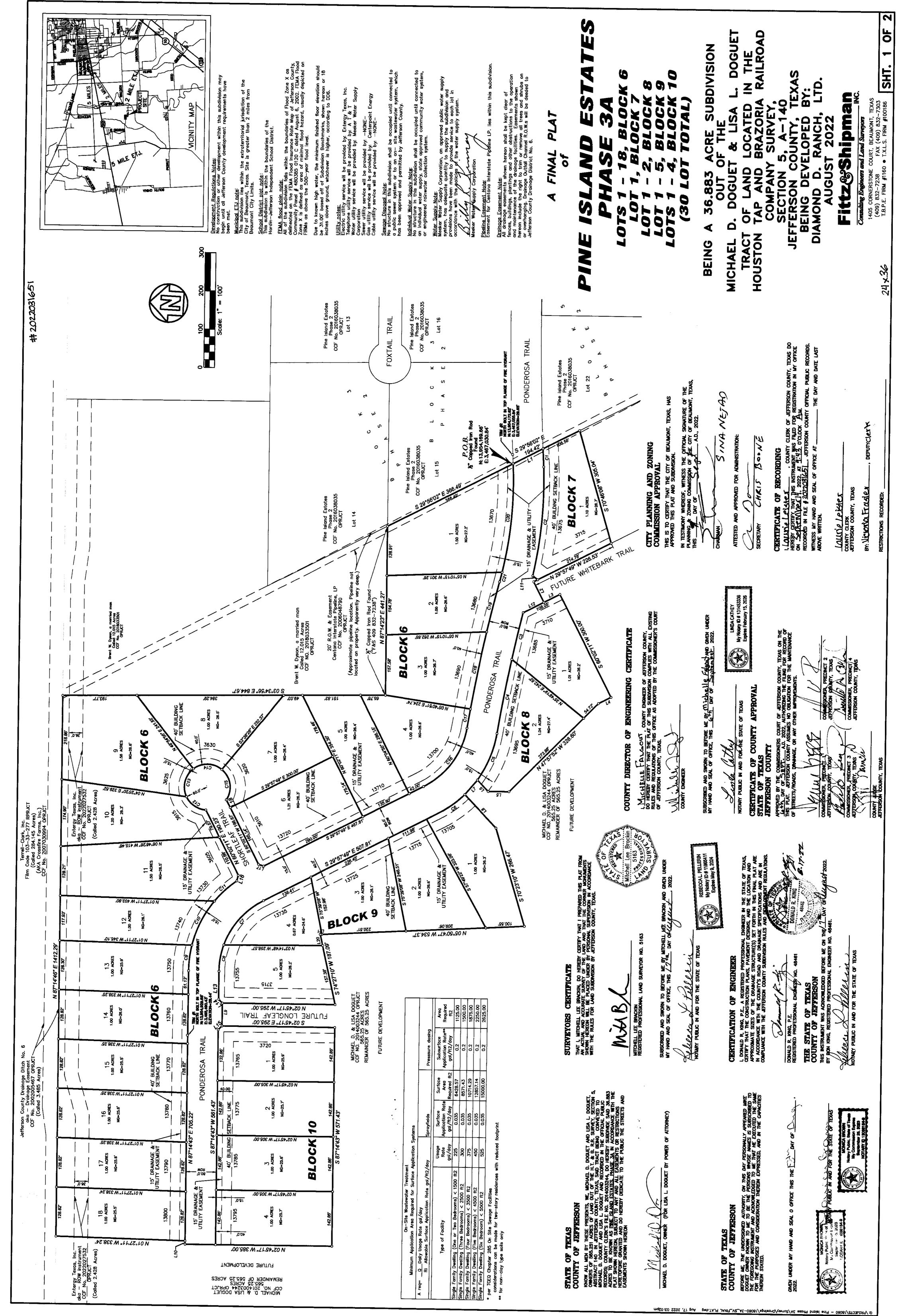
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by:

Donald R. King. P.E., Project Engineer for the Firm 18060ATR16 Consulting Engineers and Land Surveyors

Daniel A. Dotson, P.E., President Donald R. King, P.E., Sr. Consultant

FS Proj. No. 18060A



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2022031651 Page 2 of 3

<image/>	Due to known high water, the minimum finished floor elevation should be a for 05 based off of Standyrisken Barchmarker, advance makenon of 18 inclusions: Determinations, advances may be provided by: A T a T reprint the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T reprint to the provided by: A T a T a reprint to the provided by: A T a T a reprint to the provided by: A T a T a reprint to the provided by: A T a T a reprint to the provided by: A T a T a reprint the provided by: A T a T a reprint the provided by: A total by the reprint to the provided by: A total by the reprint to the reprint the reprint to the reprint	INTEL PLATE OF INTE ISLAND ESTATES PHASE 3A IOTS 1 - 18, BLOCK 7 LOTS 1 - 18, BLOCK 7 LOTS 1 - 2, BLOCK 7 LOTS 1 - 4, BLOCK 10 LOTS 1 - 4, BLOCK 10 JOUT OF THE CHAEL D. DOGUET & LISA L. DOGUET TRACT OF LAND LOCATED IN THE DUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY SECTION 5, A-140 JEFERSON COUNTY, TEXAS BEING DEVELOPED BY: DIAMOND D. RANCH, LTD JOURDON TAP AND BRAZORIA RAILROAD SECTION 5, A-140 JEFERSON COUNTY, TEXAS BEING DEVELOPED BY: DIAMOND D. RANCH, LTD JOURDON TAP AND BRAZORIA RAILROAD JEFERSON COUNTY, TEXAS BEING DEVELOPED BY: DIAMOND D. RANCH, LTD JOURDON D. RANCH RAURING JOURDON D. RAUCH RAURING RAUCH RAURING RAUCH RAURING RAURING RAURING RAUCH RAURING R
Annuel Table Curve I Table Curve I Tadus Curve Bastring Detasos Curve I Tadus Curve Bastring Detasos Longin Curve I Tadus Curve Bastring Detasos Longin Detasos Curve I Tadus Curve Bastring Detasos Longin Detasos Curve I Tadus Starti Turve Tadus Curve Bastring Detasos Curve I Tadus Starti Turve Tadas Difference Longin Detasos Curve I Tadus Starti Turve Tadas Difference Longin Detasos Curve I Tadas Starti Turve Tadas Difference Longin Detasos Curve I Tadas Starti Turve Tadas Difference Difference Difference Circl 280.00 Martaryne Bastri Tadas Difference Difference Circl 280.00 Martaryne Bastri Tadas Difference Difference Circl 280.00 Mararyne Bastri Tadas	BASED ON THE STATE PLANE COORDINATE VALUES – SOUTH FIT OF A TITLE COMMITMENT. ADDITIONAL EASEMENTS MAY EXIST. TEM BEFORE ANY EXCAVATION TAKES PLACE (811). TEM BEFORE ANY EXCAVATION TAKES PLACE (811). DLT IN THE TOP FLANGE OF FRE HYDRANT NEAR THE SOUTH LINE VERA THE NORTH RIGHT-OF-WAY LINE OF PONDEROSA TFAL. * ELEVATION = 28.44* T 15, BLOCK 3 AND ALSO BEING NEAR THE NORTH RIGHT-OF-WAY T 15, BLOCK 3 AND ALSO BEING NEAR THE NORTH RIGHT-OF-WAY MENT = PID BLORS.	A HIGH

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SHT.

1405 CORNERSTONE COURT, BEAUMONT, TEXAS (409) 832-7238 FAX (409) 832-7303 T.B.P.E. FIRM #1160 ● T.X.L.S. FIRM #100186

¢,

THENCE N 01'27'11" W, over and across the remainder of said 565.25 acre tract and with the West line of the herein described tract for a distance of 338.24 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the South line of the JAMES GERISH, SR. SURVEY, Abstract No. 24 in Jefferson County, Texas, the South line of that certain 284.145 acre tract of land described in an instrument to Crossfire Farms, Inc. of record in County Clerk's File No. 2007030994 of the said Official Public Records, the South line of that certain 3.485 acre tract of land described in an instrument to Jefferson County Drainage Ditch No. 6 designated as a drainage easement of record in County Clerk's File No. 2002005467 of the said Official Public Records, the North line of said HOUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY, Section 5, Abstract No. 140, the North line of said 565.25 acre tract and being the Northwest corner of the herein described tract;

THENCE N 87'14'46" E along and with the South line of said JAMES GERISH, SR. SURVEY, Abstract No. 24 in Jefferson County, Texas, the South line of said 284.145 acre tract, the South line of said 3.485 acre tract, the North line of said HOUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY, Section 5, Abstract No. 140, the North line of said 565.25 acre tract and with the North line of the herein described tract for a distance of 1,412.29 feet to a 1/2" Capped from Rod set (F&S 409 832–7238) marking the Northwest corner of that certain 12.015 acre tract of land described in an instrument to Brent W. Dyson, a married man of record in County Clerk's File No. 2018033501 of the said Official Public Records, the Northeast corner of the remainder of said Official Public Records.

THENCE S 03'34'56" E along and with the West line of said 12.015 acre tract, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 844.67 feet to a 1/2" Capped Iron Rod found 'F&S 409 832-7238" morking the Southwest corner of said 12.015 acre tract, an angle point on the East line of the remainder of said described tract;

THENCE N 87'14'23" E along and with the South line of said 12.015 acre tract, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 441.27 feet to a 1/2" Capped Iron Rod found "F&S 409 832-7238" marking the Southwest corner of Lot 14, Block 3 of said Pine Island Estates, Phase 2, Northwest corner of said Lot 15, Block 3 of said Pine Island Estates, Phase 2, an angle point on the East line of the remainder of said 565.25 acre tract and being an angle point on the East line of the herein described tract;

THENCE S 29'56'02" E along and with the West line of said Lot 15, Block 3 of said Pine Island Estates, Phase 2, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 366.49 feet to the POINT AND PLACE OF BEGINNING, containing in area, 36.883 acres of land, more or less.

	Length	87.86'	60.00	46.78'	36.78'	54.33'	41.05	50.00	120.11'	60.00'	8.6 <i>T</i>	16.78'	61.27	72.46'	14.14	14.14	14.97	14.14	22.83'	31.40	29.71	4.25
Line Table	Direction	S29*56'02"E	M-1120-09S	S29°57'49'E	N29°57'49"W	WC2*45'17W	3.81.17°24N	W-90.92.29N	W-1438-3547W	S87°14'43'W	∃_£¢.¢i₀./8N	M_91.+1.SES	M-61-12.6ZN	W=E4.41.018S	S42°14'43"W	M=21.57=211	S78*25'36'E	W_11.20.515	S60°02'11'TW	W29°57'52°W	S74"27"10"W	S05°50'47"E
	Line#	F1	12	13	L4	15	97	17	87	67	T10	L11	L12	L13	L14	L15	L16	717	L18	719	120	121

SURVEYOR'S NOTES:

- ALL BEARINGS INDICATED HEREON ARE CENTRAL ZONE 4204.
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- survey performed without the benefit Please use the texas one call system ri 4;
- - SITE BENCHMARK #1 = IS A NORTH BOLT I OF LOT 14, BLOCK 6 AND ALSO BEING NEAR N: 13,954,929.68' AND E: 3,465,490.43' EI #2 SITE BENCHMARK = IS A NORTH BOLT IN OF PINE ISLAND ESTATES, PHASE 2, LOT 15, LINE OF PONDEROSA TRAIL. N: 13,954,172.62' AND E: 3,467,055.84' ELEV
 - ALL ELEVATIONS ARE BASED NGS MONUM ശ്

Field Note Description:

BEING a 36.883 acre tract of land lying in the HOUSTON TAP AND BRAZORIA RAILROAD COMPANY SURVEY, Section 5, Abstract No. 140 in Jefferson County, Texas, being out of and a portion of the remainder of that certain 565.25 acre tract of land described in an instrument to Michael D. & Lisa Doguet of record in County Clerk's File No. 2014003244 of the Official Public Records of Jefferson County, Texas, said 36.883 acres of land being more particularly described as follows:

BEGINNING at a 1/2" Capped Iron Rod found having Texas State Plane Coordinate values of N: 13,954,169.66' and E: 3,467,030.84' marking the Northwest corner of Ponderosa Trail (a called 80' wide public roadway), the Southwest corner of that certain Lot 15, Block 3 of Pine Island Estates, Phase 2 of record in County Clerk's File No. 2016038035 of the said Official Public Records, the East line of the remainder of said 565.25 acre tract and being a point on the East line of the herein described tract;

THENCE S 29'56'02" E along and with the West line of said Pine Island Estates, Phase 2, the West line of said Ponderosa Trail, the West line of Lot 22, Block 5 of said Pine Island Estates, Phase 2, the East line of the remainder of said 565.25 acre tract and with the East line of the herein described tract for a distance of 194.42 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the Southeast corner of the herein described tract;

THENCE S 70'46'08" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 305.04 feet to a 1/2" Capped Iron Rod set (F&S 409 B32-7238) marking an angle point on the South line of the herein described tract;

565.25 acre a distance of) marking an said 5 for a -7238) THENCE N 29'57'49" W, over and across the remainder of tract and with the South line of the herein described tract 226.53 feet to a 1/2" Capped Iron Rod set (F&S 409 832-angle point on the South line of the herein described tract;

acre tract e of 60.00 3 an angle 565.25 a distance marking THENCE S 60°02'11" W, over and across the remainder of said and with the South line of the herein described tract for a feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) point on the South line of the herein described tract;

l 565.25 acre tract distance of 46.78 marking an angle THENCE S 29'57'49" E, over and across the remainder of said and with the South line of the herein described tract for a feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) point on the South line of the herein described tract;

THENCE S 60'02'11" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 300.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

565.25 acre distance of marking an THENCE N 29'57'49" W, over and across the remainder of said 5 tract and with the South line of the herein described tract for a 36.78 feet to a 1/2" Capped Iron Rod set (F&S 409 B32-7238) angle point on the South line of the herein described tract;

565.25 acre a distance of) marking an THENCE N 47'57'52" W, over and across the remainder of said 5 tract and with the South line of the herein described tract for a 328.60 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) angle point on the South line of the herein described tract;

acre ce of 6 565.25 ac distance marking THENCE N 02'45'17" W, over and across the remainder of said 5 tract and with the South line of the herein described tract for a 54.33 feet to a 1/2" Capped Iron Rod set (F&S 409 B32-723B) angle point on the South line of the herein described tract;

tract 41.05 angle 565.25 acre t distance of 4 marking an a THENCE N 42'47'18" E, over and across the remainder of said and with the South line of the herein described tract for a feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) point on the South line of the herein described tract;

565.25 acre i distance of marking an THENCE N 52"24"04" W, over and across the remainder of said 5 tract and with the South line of the herein described tract for a 50.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) angle point on the South line of the herein described tract;

THENCE S 43'35'47" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 120.11 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 70'23'10" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 266.47 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE N 05'50'47" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 534.37 feet to a 1/2" Capped Iron Rod set (F&C 409 832-7238) marking an angle point on the South line of the herein described tract;

id 565.25 acre tract i distance of 187.09) marking an angle THENCE S 74"27"10" W, over and across the remainder of said and with the South line of the herein described tract for a feet to a 1/2" Capped Iron Rod set (F&S 409 B32-7238) point on the South line of the herein described tract;

565.25 acre a distance of) marking an THENCE N 02'45'17" W, over and across the remainder of said 5 tract and with the South line of the herein described tract for a 295.00 feet to a 1/2" Capped Iron Rod set (F&S 409 B32-7238) angle point on the South line of the herein described tract;

l 565.25 acre tract distance of 60.00 marking an angle THENCE S 87'14'43" W, over and across the remainder of said and with the South line of the herein described tract for a feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) point on the South line of the herein described tract;

THENCE S 02'45'17" E, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 295.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the South line of the herein described tract;

THENCE S 87°14'43" W, over and across the remainder of said 565.25 acre tract and with the South line of the herein described tract for a distance of 571.43 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking the Southwest corner of the herein described tract;

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THENCE N 02'45'17" W, over and across the remainder of said 565.25 acretroct and with the West line of the herein described tract for a distance of 385.00 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the West line of the herein described tract;

THENCE N 87714'43" E, over and across the remainder of said 565.25 acre tract and with the West line of the herein described tract far a distance of 8.67 feet to a 1/2" Capped Iron Rod set (F&S 409 832-7238) marking an angle point on the West line of the herein described tract;

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