

*Notice of Meeting and Agenda*  
*August 20, 2024*

**Special, 8/20/2024 10:30:00 AM**

BE IT REMEMBERED that on August 20, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*August 20, 2024*

Jeff R. Branick, County Judge  
Eddie Arnold, Commissioner, Precinct One  
Cary Erickson, Commissioner, Precinct Two  
Michael S. Sinegal, Commissioner, Precinct Three  
Everette "Bo" Alfred, Commissioner, Precinct Four



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
August 20, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **20th** day of **August 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:

**9:00 a.m. - Announcement of an executive (closed) session, pursuant to Texas Government Code Sec. 551.074, to deliberate regarding personnel matters.**

**9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**10:00 a.m. – Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.089 to deliberate a security assessment relating to information resources technology and/or network security**

*Notice of Meeting and Agenda*  
*August 20, 2024*

**information that deliberation in an open meeting would have a detrimental effect on the security in the Courthouse.**

**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](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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

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

**INVOCATION: Eddie Arnold, Commissioner, Precinct One**

**PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two**

**PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-047/CG) Cheek Park Improvements and Equipment; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 11 - 74

**Motion by: Arnold**

**Second by: Alfred**

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

**Action: APPROVED**

- (b). 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 75 - 77

**Motion by: Arnold**

**Second by: Alfred**

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

**Action: APPROVED**

- (c). Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 78 - 79

**Action: NONE**

- (d). 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.

**Per Judge Branick's comments, D replaced C**

SEE ATTACHMENTS ON PAGES 80 - 82

**Motion by: Arnold**

**Second by: Alfred**

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

**Action: APPROVED**

*Notice of Meeting and Agenda*  
*August 20, 2024*

- (e). Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152(a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, September 7, 2024 at 9:00 am.

SEE ATTACHMENTS ON PAGES 83 - 84

**Motion by: Arnold**

**Second by: Alfred**

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

**Action: APPROVED**

- (f). Consider and approve, execute, receive and file inter-department transfer of a 2008 6x6 Polaris Ranger VIN 4XARF68AX84724960 and a Flatbed Trailer from Engineering to Airport as authorized by Local Government Code §262.011(j).

SEE ATTACHMENTS ON PAGES 85 - 86

**Motion by: Arnold**

**Second by: Alfred**

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

**Action: APPROVED**

**ADDENDUMS:**

- (g). Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 87 - 88

**Motion by: Arnold**

**Second by: Alfred**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer– Jail – repair of elevator on P dorm.

**Acct correction: use 120-3062-423-6014 Building Structures instead of postage**

SEE ATTACHMENTS ON PAGES 89 - 93

**Notice of Meeting and Agenda**  
**August 20, 2024**

120-3062-423-4052	POSTAGE	\$20,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$20,000.00

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

(b).Consider and approve budget transfer– JP Pct. 1 Pl. 1 – additional cost of postage.

SEE ATTACHMENTS ON PAGES 94 - 94

120-2041-412-4052	POSTAGE	\$750.00	
120-2041-412-1098	OVERTIME ALLOWANCE		\$750.00

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

(c).Consider and approve budget transfer – R&B Pct. 4 – additional cost of road materials, equipment repair, and postage.

SEE ATTACHMENTS ON PAGES 95 - 95

114-0402-431-3001	ASPHALT	\$9,800.00	
114-0405-431-4018	ROAD MACHINERY	\$17,000.00	
114-0401-431-4052	POSTAGE	\$250.00	
114-0402-431-1028	LABORERS		\$5,000.00
114-0406-431-1005	EXTRA HELP		\$4,800.00
114-0402-431-1005	EXTRA HELP		\$17,250.00

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

(d).Consider and approve advance funding for American Rescue Plan Act approved project with the City of China in the amount of \$129,000.

SEE ATTACHMENTS ON PAGES 96 - 96

*Notice of Meeting and Agenda*  
*August 20, 2024*

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

(e).Regular County Bills -check #520218 through check #520424.

SEE ATTACHMENTS ON PAGES 97 - 104

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

**COUNTY CLERK:**

(a).Conduct a Public Hearing on the County Clerk's Records Archive Plan for fiscal year 2024-2025.

**Being no comments, public hearing was closed.**

NO ATTACHMENTS

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

(b).Consider and approve, receive and file, the County Clerk's Records Archive Plan for Fiscal year 2024-2025.

SEE ATTACHMENTS ON PAGES 105 - 127

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

**COUNTY COMMISSIONERS:**

(a).Consider and possibly approve a resolution to Support Southeast Texas Regional Planning Commission - Metropolitan Planning Organization's (SETRPC-MPO) Effort to Redesignate and Expand Its Planning Area Boundaries to Accept Jasper County.

SEE ATTACHMENTS ON PAGES 128 - 128

*Notice of Meeting and Agenda*  
*August 20, 2024*

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

**TAX OFFICE:**

- (a).Receive and file executed resolution to allow sale of property purchased by Jefferson County pursuant to Section 34.05(a), Texas Property Code.

SEE ATTACHMENTS ON PAGES 129 - 132

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

**COUNTY TREASURER:**

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

SEE ATTACHMENTS ON PAGES 133 - 135

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

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

NO ATTACHMENTS

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

**DISTRICT CLERK:**

- (a).Public hearing on the District Clerk's Records Archive Plan for fiscal year 2024-2025.

NO ATTACHMENTS



*Notice of Meeting and Agenda*  
*August 20, 2024*

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

(b). Consider and possibly approve, receive and file, the District Clerk's Records Archive Plan for fiscal year 2024-2025.

SEE ATTACHMENTS ON PAGES 136 - 140

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

**OTHER BUSINESS:**

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

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

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**Jeff R. Branick**  
**County Judge**

*Notice of Meeting and Agenda*  
*August 20, 2024*

**Special, August 20, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 20, 2024.



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

August 20, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 24-047/CG) **Cheek Park Improvements and Equipment, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Cheek Park Improvements and Equipment, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

**BID NUMBER:** IFB 24-047/CG

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, September 18, 2024

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [cynthia.greene@jeffcotx.us](mailto:cynthia.greene@jeffcotx.us). If no response within 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

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

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

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

Handwritten signature of Deborah Clark in black ink, written over a faint circular seal.

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise & Port Arthur News:**  
August 21, 2024  
**The Examiner:**  
August 22, 2024 and August 29, 2024

**TABLE OF CONTENTS**

TABLE OF CONTENTS .....1  
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT .....2  
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) .....13  
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS .....14  
BYRD ANTI-LOBBYING CERTIFICATION FORM ..... 24  
DEBARMENT/SUSPENSION CERTIFICATION ..... 25  
CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 26  
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....28  
INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF .....30  
SAMPLE FORM 1295.....31  
INSERTION PAGE: FORM 1295 .....33  
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....34  
INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF .....37  
BIDDER INFORMATION FORM .....38  
SECTION 4: MINIMUM SPECIFICATIONS .....39  
OFFER TO CONTRACT FORM .....44  
ACCEPTANCE OF OFFER FORM .....45  
INSERTION PAGE: ADDENDA .....46  
BID FORM .....47  
VENDOR REFERENCES .....49  
SIGNATURE PAGE .....50  
CERTIFICATION REGARDING LOBBYING .....51  
CONFLICT OF INTEREST QUESTIONNAIRE .....52  
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....53  
GOOD FAITH EFFORT DETERMINATION CHECKLIST .....54  
NOTICE OF INTENT .....55  
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....56  
RESIDENCE CERTIFICATION/TAX FORM.....60  
HOUSE BILL 89 VERIFICATION .....61  
SENATE BILL 252 CERTIFICATION .....62  
BID AFFIDAVIT .....63

**BID SUBMISSIONS:**

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

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

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

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

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

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

**2.4 DELIVERY SCHEDULE.**

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

**2.5 DELIVERY CHARGES.**

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

## **2.6 INSTALLATION CHARGES.**

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

## **2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

## **2.8 STORAGE.**

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

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

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

## **2.10 OSHA.**

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

## **2.11 PATENTS AND COPYRIGHTS.**

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

## **2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

## **2.13 ACCEPTABILITY.**

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

## **2.14 MAINTENANCE.**

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



accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

### **2.16 EVALUATION.**

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

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

#### **4.3 PRICE RE-DETERMINATION.**

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

#### **4.4 TERMINATION.**

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

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

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

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

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

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

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

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

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

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

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

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

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

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

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

#### **7. AWARD.**

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

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

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

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

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

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

**15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.**

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

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

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

## 20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

## 21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

### **Dallas Fort Worth MBDA Business Center**

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

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

Email: [admin1@mbdadallas.com](mailto:admin1@mbdadallas.com)

### **El Paso MBDA Business Center**

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

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

Email: [treed@ephcc.org](mailto:treed@ephcc.org)

### **Houston MBDA Business Center**

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

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

Email: [mbda@hccs.edu](mailto:mbda@hccs.edu)

### **San Antonio MBDA Business Center**

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

San Antonio, TX 78207

210-458-2480

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

Email: [Jacqueline.jackson@utsa.edu](mailto:Jacqueline.jackson@utsa.edu)

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

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

**Dallas/Fort Worth District Office**

150 West Parkway, Ste. 130

Eules, TX 76040

817-684-5500

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

Email: [dfwdo.email@sba.gov](mailto:dfwdo.email@sba.gov)

**El Paso District Office**

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

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

Email: [Suzanne.aguirre@sba.gov](mailto:Suzanne.aguirre@sba.gov)

**Houston District Office**

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

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

Email: [houston@sba.gov](mailto:houston@sba.gov)

**Lower Rio Grande Valley District Office**

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

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

Email: [lrgvdo.email@sba.gov](mailto:lrgvdo.email@sba.gov)

**San Antonio District Office**

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

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

Email: [sado.email@sba.gov](mailto:sado.email@sba.gov)

**West Texas District Office**

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

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

Email: [lubdo@sba.gov](mailto:lubdo@sba.gov)

HUB certification information can be found at:

**Statewide Procurement Division HUB Program**

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

Website: <https://comptroller.texas.gov/purchasing/vendor/hub>

Email: [statewidehubprogram@cpa.texas.gov](mailto:statewidehubprogram@cpa.texas.gov)

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



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

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

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

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <ul style="list-style-type: none"><li>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</li><li>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</li><li>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</li><li>(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</li><li>(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</li><li>(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</li></ul>	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	Davis-Bacon Act, as amended ( <a href="#">40 U.S.C. 3141-3148</a> ). 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 ( <a href="#">40 U.S.C. 3141-3144</a> , and <a href="#">3146-3148</a> ) as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> , "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ( <a href="#">40 U.S.C. 3145</a> ), as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 3</a> , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <a href="#">40 U.S.C. 3701-3708</a> ). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a> , as supplemented by Department of Labor regulations ( <a href="#">29 CFR Part 5</a> ). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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 <a href="#">37 CFR § 401.2 (a)</a> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of <a href="#">37 CFR Part 401</a> , “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 ( <a href="#">42 U.S.C. 7401-7671g</a> .) and the Federal Water Pollution Control Act ( <a href="#">33 U.S.C. 1251-1387</a> ), 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 ( <a href="#">42 U.S.C. 7401-7671g</a> ) and the Federal Water Pollution Control Act as amended ( <a href="#">33 U.S.C. 1251-1387</a> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a> ) 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 <a href="#">2 CFR 180</a> 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 ( <a href="#">31 U.S.C. 1352</a> ) - 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 <a href="#">31 U.S.C. 1352</a> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

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

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



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

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

## BYRD ANTI-LOBBYING CERTIFICATION

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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**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

<p><b>REQUIRED FORM</b> <b><u>Bidder</u>: Please complete this form and include with bid submission.</b></p>
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## DEBARMENT/SUSPENSION CERTIFICATION

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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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

<p><b>REQUIRED FORM</b> <b><u>Bidder</u>: Please complete this form and include with bid submission.</b></p>
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## CIVIL RIGHTS COMPLIANCE PROVISIONS

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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:

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

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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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**

<p><b>REQUIRED FORM</b> <b><u>Bidder:</u> Please complete this form and include with bid submission.</b></p>
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### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

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

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

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

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

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

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

Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**All submissions must be received by 11:00 am CT, Wednesday, September 18, 2024.**

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

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

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

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

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

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

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

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

**COUNTY HOLIDAYS (2024):**

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

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

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

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

**2. PRE-BID MEETING AND WALK-THROUGH.**

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

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Cindy Greene, Contract Specialist** at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us). If no response within 72 hours, contact **Deborah Clark, Purchasing Agent** at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, September 6, 2024.**

**4. VENDOR REGISTRATION (System for Award Management).**

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

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

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



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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

A sample of a completed FORM 1295 is included on **PAGE 32**.

#### FORM 1295 Implementation Background:

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

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

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

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

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

#### **FORM 1295 EXEMPTIONS:**

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

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

**A completed Form 1295 is not required for:**

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>	Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>	

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

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

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

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

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country).

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

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

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

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

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**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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 24-047/CG) Cheek Park Improvements and Equipment

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

*If Applicable:* HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

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

## SECTION 4: MINIMUM SPECIFICATIONS

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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 Cindy Greene, Contract Specialist at 409-835-8593 or via email at: [Cynthia.greene@jeffcotx.us](mailto:Cynthia.greene@jeffcotx.us). If no contact within 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 24-047/CG.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for park improvements and playground equipment. Jefferson County is seeking to make improvements to Cheek Park located at 10260 Sandpiper Lane, Beaumont, TX 77713. The playground equipment furnished under this Specification shall be new and shall be of good quality workmanship and material. All units offered under this Specification shall meet or exceed the Required Features specified below.

**Approved Equivalent Items:** The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit and itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

### **Minimum Requirements:**

**Playground Equipment and seating:** A copy of the manufacturer specifications, including full warranty terms, must be included with the bid submission.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The unit shall meet or exceed all Federal and State of Texas regulations.

**Walking Trail Revision:** Contractor will be responsible for all labor, equipment, materials, supplies and clean up for this project. Contractor will be responsible for any damages caused by contractor. For a site visit or site-specific questions, contact Milton Zachary, Precinct # 4 Superintendent at 409-434-5400.

### **Item Descriptions:**

**Play System:** Play system designed for ages 5-12. Features two slides and an overhead climber.

More Information

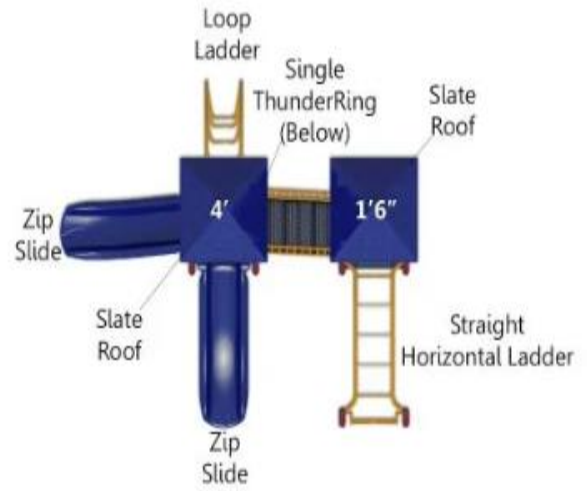
Use Zone (Length x Width): 26'-0" x 29'-0" (7.92m x 8.84m)

Age Ranges: 5 to 12 Years

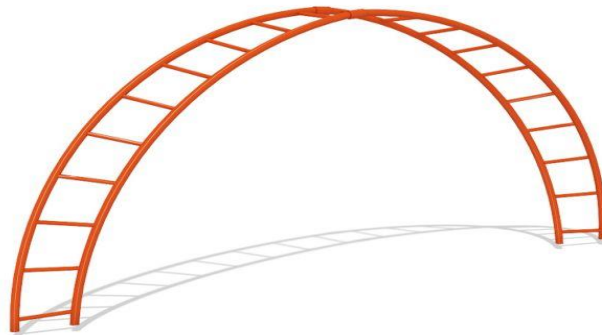
Fall Height: 6' (1.83 m)

Suggested Number of Children: 20 to 25

Weight: 1172 lbs (532 kg)



**Play Arch:** Climbing activity for children ages 5-12.  
 Use Zone (Length x Width): 13'-3" x 25'-3" (4.04m x 7.7m)  
 Age Ranges: 5 to 12 Years  
 Fall Height: 7' (2.13 m)  
 Weight : 153 lbs (69 kg)



**Music Maker:** Inclusive and accessible music making equipment for children including a two-sided Calabazo and a pair of Bongos with a plastic striker attached to a rail.  
Use Zone (Length x Width): 13'-7" x 17'-1" (4.14m x 5.21m)  
Age Ranges: 2 to 5 Years, 5 to 12 Years  
Weight: 72 lbs (33 kg)



**Square Pedestal ADA Picnic Table:** Wheel chair accessible picnic table to accommodate 1 wheel chair and 6 adults. Includes strong pedestal frame with attached seats with rolled vertical slats to offer superior seating comfort. Includes 1 5/8" dia. umbrella hole with pedestal frame that features an adjustable knob to keep umbrella secure. Pre-drilled for surface mounting. Surface mount hardware not included.

Material: Steel

Mount Type: Surface Mount

Seat Dimensions: 36"L x 12"W x 19"H

TableTop Dimensions: 46"Sq. x 31"H

Overall Dimensions: 82"L x 82"W x 31"H

Weight: 336 lb



**5 Tier, 15' Fiberglass bleachers:** 5 Tier bleachers with fiberglass seating and galvanized steel support frame. Fiberglass seat planks can be painted in specific colors. Blue preferred.  
Dimensions: 115"W X 180"L X 36"H  
Weight: 830 lbs.  
Material: Fiberglass  
Bench Size: 12" wide x 15'long fiberglass- Seats 50  
Footboards: 10"x 15' long aluminum



**Playground Chips:** Playground Chips are for use on playgrounds and play-scape areas. Certified by [IPEMA](#) (ASTM F1292-18 Section 4.2 / ASTM F3351-19 / ASTM F2075-15), playground chips help prevent injuries from falls. Made from virgin wood, the chips do not contain painted or chemically treated wood or pallets. Must be manufactured to meet the Uniform Wood Chip specifications as listed in the [Public Playground Safety Handbook](#). When applied in compliance with the voluntary standard for playground surfacing systems, ASTM F1292, the chips must provide a surface that meets all ADA, CPSC and ASTM guidelines.



**Revise Walking Trail:** Asphalt walkway path/track.

Scope of work for trail: Cut out 2110 square feet of existing walkway. Dispose of walkway material, grass and dirt. Add new 4" mat of limestone base and add 2" layer of Hot-Mix asphalt and compact with steel wheel roller for new walkway. Remove grass and clean 7193 square feet of existing walkway. Add tack oil to bond with existing old asphalt and add 2" of Hot-Mix asphalt over existing walkway.

**Fruit Trees:**

Washington Navel Orange-3 gallon

Red Navel Orange- 3 gallon

Page Mandarin- 3 gallon

Orlando Tangelo- 3 gallon

Rio Red Grapefruit- 3 gallon

White Pummelo Grapefruit- 3 gallon

Soft Shell pecan Tree- 15 gallon

Fig Tree- 3 gallon

**OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT**

---

To Jefferson County:

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

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

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

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

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

**For clarification of this offer, contact:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Phone                      Fax

\_\_\_\_\_  
E-mail

**REQUIRED FORM**

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

**ACCEPTANCE OF OFFER**

---

The Offer is hereby accepted for the following items: Cheek Park Improvements and Equipment.

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 24-047/CG), Cheek Park Improvements and Equipment. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

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

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**



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

**BID FORM**

<b>Park Equipment</b>			
	<b>Item Description:</b>	<b>Estimated delivery time:</b>	<b>Price each:</b>
<b>1</b>	<b>Play System:</b> Play system designed for ages 5-12. Features two slides and an overhead climber.		
<b>2</b>	<b>Climbing Arch:</b> climbing activity for children ages 5-12		
<b>3</b>	<b>Music Maker:</b> Inclusive and accessible music making equipment for children including a two-sided Calabazo and a pair of Bongos with a plastic striker attached to a rail.		
<b>4</b>	<b>Square Pedestal ADA Picnic Table:</b> Accommodates one Wheelchair and six adults.		
<b>5</b>	<b>5 Tier, 15' Fiberglass bleacher:</b> fiberglass seating and galvanized steel support frame.		

<b>Playground Chips</b>			
	<b>Item description:</b>	<b>Estimated delivery time:</b>	<b>Price per yard:</b>
<b>6</b>	Playground Chips for use on playgrounds and play-scape areas		

<b>Walking Trail Revision</b>			
	<b>Scope of project:</b>	<b>Estimated project duration:</b>	<b>Total project price:</b>
<b>7</b>	Cut out 2110 square feet of existing walkway. Dispose of walkway material, grass and dirt. Add new 4" mat of limestone base and add 2" layer of Hot-Mix asphalt and compact with steel wheel roller for new walkway. Remove grass and clean 7193 square feet of existing walkway. Add tack oil to bond with existing old asphalt and add 2" of Hot-Mix asphalt over existing walkway.		

Fruit Trees		Estimated delivery date:	Price per tree:
	Description:		
8	Washington Navel Orange-3 gallon		
9	Red Navel Orange- 3 gallon		
10	Page Mandarin- 3 gallon		
11	Orlando Tangelo- 3 gallon		
12	Rio Red Grapefruit- 3 gallon		
13	White Pummelo Grapefruit- 3 gallon		
14	Soft Shell pecan Tree- 15 gallon		
15	Fig Tree- 3 gallon		

**BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):**

Addendum 1 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 2 \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum 3 \_\_\_\_\_ Date Received \_\_\_\_\_

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

**REQUIRED FORM**

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

**VENDOR REFERENCES FORM**

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

**REQUIRED FORM**

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

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work:

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

**SIGNATURE PAGE**

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

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

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

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

\_\_\_\_\_  
Bidder (Entity Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street & Mailing Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

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

## CERTIFICATION REGARDING LOBBYING

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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.

<hr/> <p><b>Signature of Contractor's Authorized Official</b></p> <hr/> <p><b>Name and Title of Contractor's Authorized Official</b> <i>(Please Print)</i></p> <hr/> <p><b>Date</b></p>
---

<p><b>REQUIRED FORM</b> <b><u>Bidder:</u> Please complete this form and include with bid submission.</b></p>
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# CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



## GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

### Did the Prime Contractor/Consultant . . . ?

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

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

---

Printed Name of Authorized Representative

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Signature

---

Title

---

Date

**REQUIRED FORM**

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

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

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

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

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**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

---

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

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

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

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                     Street                                      City                                      State                                      Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                                     Street                                      City                                      State                                      Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_  
 \_\_\_\_\_

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                    Street                                    City                                    State                                    Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
                    Street                                    City                                    State                                    Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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

**HOUSE BILL 89 VERIFICATION**

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

<p><b>REQUIRED FORM</b> <b><u>Bidder</u>: Please complete this form and include with bid submission.</b></p>
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**SENATE BILL 252 CERTIFICATION**

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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.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

**BID AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

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

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

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_



## 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. Termination of Performance Contract. 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. Authorization and Approval. 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



Agreement as the legal, valid and binding act and deed of Customer, and is a duly authorized representative of Customer. JCI represents that the person executing this Agreement on behalf of JCI is fully authorized and legally competent to execute this Agreement as the legal, valid and binding act and deed of JCI, and is a duly authorized representative of JCI.

3. Multiple Copies of Agreement. This Agreement may be executed in two or more identical counterparts or with detachable signature pages and shall constitute one agreement, binding upon the parties thereto as if the parties had signed the same document. The parties further agree that copies of this Agreement, including any facsimile copies with signatures, shall be binding and treated as an original agreement.

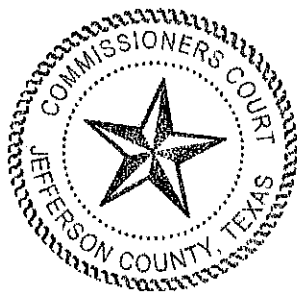
4. Additional Documents. Each party agrees to execute such additional documents as may be reasonable or necessary to effectuate the terms and provisions of this Agreement.

5. Binding Agreement. This Agreement is binding upon, and shall inure to the benefit of, the parties and their respective predecessors in interest, successors in interest, subsidiaries, parents, affiliates and each of their respective directors, officers, members of the School Board, insurers, representatives, employees, principals, agents, assigns, attorneys, and shareholders, in each case both present and past, as well as the respective heirs, successors, assigns and agents of each of them.

[Signature Page Follows]



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 COUNTY

By: [Signature]

Name: Jeff Branick

Title: County Judge

ATTEST  
DATE 7/23/2024

JOHNSON CONTROLS, INC.

DocuSigned by:

By: Matthew Singleton  
-46E926B1675B49F...

Name: Matthew Singleton

Title: Area General Manager – South Area




**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: August 20, 2024

Re: Disposal of Scrap Property

Consider and possibly approve disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT  
*Scrap*  
DISPOSAL OF SALVAGE PROPERTY

Date: 08-01-24

Department: Correctional Facility

Contact Person: Captain Kenneth Harrell

Phone: 409-726-2555

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
5 Food Warmers			Unusable
Fencing			Rusted
Water heaters			Broken
Fan/Heaters			Broken
6 Air handler motors			Broken
Electrical Wiring			Unusable
Push carts form Kitchen			Broken
Sheetmetal			Unusable




**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

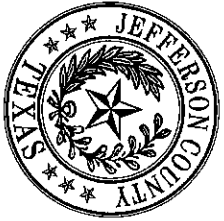
Date: August 20, 2024

Re: Disposal of Salvage Property

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

Thank you.





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
**DISPOSAL OF SALVAGE PROPERTY**

Date: August 8, 2024

Department: Risk Management

Contact Person: Briana Schmidt

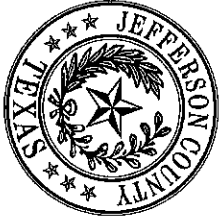
Phone: 409-835-8672

Fax: \_\_\_\_\_

Department Head Approval: *Robert Long*

Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
RCA TELEVISION	T19408		
CANON P170-DH CALCULATOR			
CASIO HR-150 TM CALCULATOR			
CANON MP210 CALCULATOR			
CANON P100-DH CALCULATOR			
SHARP EL-1197 GII CALCULATOR			
PREMIER LETTER OPENER MODEL 1632			



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
**DISPOSAL OF SALVAGE PROPERTY**

Date: August 8, 2024

Department: Risk Management

Contact Person: Briana Schmidt

Phone: 409-835-8672

Fax: \_\_\_\_\_

Department Head Approval: \_\_\_\_\_

Approved in Com. Court: \_\_\_\_\_

*[Signature]*

Description of Property	Serial No.	Asset No.	Condition of Property
BROTHER SX-4000 TYPEWRITER			
MARTIN YALE AUTO FOLDER			
CHAIR		22143	
SONY CYBER SHOT CAMERA			



**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

Handwritten initials "DC" in cursive script.

Date: August 20, 2024

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, September 7, 2024 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
HORN AUCTION  
September 7, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
PRINTING	CHALLENGE #265 CUTTER		
<i>contact person: Mykailyn Harbison</i>			
ROAD & BRIDGE PCT. 3	2002 FORD F350 TRUCK (UNIT B-3)	1FDWF36F63EA33785	26437
<i>contact person: Jeffrey Collins</i>			

Approved by Commissioners' Court: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

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1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark *dc*  
Purchasing Agent

Date: August 20, 2024

Re: Inter-Department Transfer of County Property

Consider and possibly approve inter-department transfer of a 2008 6x6 Polaris Ranger VIN 4XARF68AX84724960 and a Flatbed Trailer from Engineering to Airport as authorized by Local Government Code §262.011 (j).

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERRING PROPERTY	VIN NO.	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
2008 6x6 Polaris Ranger Flatbed Trailer	Engineering Engineering	4XARF68AX84724960	32943 4401	Airport Airport

Approved by Commissioners' Court: \_\_\_\_\_



JEFFERSON COUNTY PURCHASING DEPARTMENT  
*Scrap*  
DISPOSAL OF SALVAGE PROPERTY

Date: 08-01-24  
Department: Correctional Facility  
Contact Person: Captain Kenneth Hairrell  
Phone: 409-726-2555  
Fax: \_\_\_\_\_  
Department Head Approval: [Signature]  
Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
5 Food Warmers			Unusable
Fencing			Rusted
Water heaters			Broken
Fan/Heaters			Broken
6 Air handler motors			Broken
Electrical Wiring			Unusable
Push carts form Kitchen			Broken
Sheetmetal			Unusable



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
**DISPOSAL OF SCRAP PROPERTY**

Date: August 13, 2024  
Department: Road & Bridge Pct. 3  
Contact Person: Jeffrey Collins  
Phone: 409-736-2851  
Fax: \_\_\_\_\_  
Department Head Approval: *Andre D. Silva*  
Approved in Com. Court: \_\_\_\_\_

Description of Property	Serial No.	Asset No.	Condition of Property
2018 Ford F350 Super Truck	1FD8X3GT6JEB73814	36278	Burned





**JEFFERSON COUNTY SHERIFF'S OFFICE**

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

**Donta Miller**  
Chief of Law Enforcement  
Donta.Miller@jeffcotx.us

**John Shauberger**  
Chief of Corrections  
John.Shauberger@jeffcotx.us

**TO:** Fran Lee  
Jefferson County Auditing Department


**FROM:** Chief John Shauberger  
Jefferson County Sheriff's Office

**RE:** Contingency Funds Request FY 23-24  
Elevator Repair

**DATE:** August 12, 2024

*\$20,000*

Please consider and possibly approve a request for ~~\$27,713.78~~ of contingency funds for unexpected repair of the elevator in P dorm. This elevator provides life safety care along with managing our food delivery for this dorm. Please see attached quote.

  
Chief John Shauberger



Integrity Elevator Solutions, LLC  
 PO Box 2169, Buna TX 77612  
 409-994-6800

**Date:** 8/13/2024

**Expiration:** 9/12/2024

**QUOTE:** JEFF CO CORRECTIONAL  
 FACILITY TRAVELING CABLE  
 REPLACEMENT

Jefferson County  
 Correctional Dept  
 5030 US-69  
 Beaumont, TX 77705

Customer Contact	Elevator Designation	Down Payment	Preparer
	Dorm Elevator	0%	Brent Stark

QTY	Description	Unit Price	Line Total
1	Furnish and install new traveling cable to replace water damaged cable. Furnish and install new car sills on both cars.	\$14,773.00	\$14,773.00
	Jeff Co to remove water from pit. Jeff Co to assist in hooking up of the camera and advise if twisted pairs or coaxial is preferred.		
TOTAL (w/o tax)			\$14,773.00

Brent Stark

This is a quote on the goods named, subject to the IES standard terms and conditions. Tax is not included. The scope and description listed represents the entire scope IES is contracted for. To accept this quote, please sign and return.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Otis Service and Repair Order

8/9/2024

**CUSTOMER NAME**

Jefferson County  
1149 Pearl Street  
BEAUMONT, TX 77701

**OTIS ELEVATOR COMPANY**

8745 EASTEX FRWY  
BEAUMONT, TX 77708

**OTIS CONTACT**

Bryan Hebert  
Phone: (281) 541-3389  
Email: bryan.hebert@otis.com

**PROJECT LOCATION**

JEFF CTY P & Q DORMS  
5030 HWY 69  
PORT ARTHUR, TX 77640

**PROPOSAL NUMBER**

QTE-001976313

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
Z77309	P DORMS

**SCOPE OF WORK**

Otis to provide parts and labor necessary to replace bad travel cable due to oil and water damage and replace broken 2 speed side slide car sill.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

**TERMS AND CONDITIONS**

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
5. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
6. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
7. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
8. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
9. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.  
 THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
10. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from

- the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
11. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
  12. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
  13. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
  14. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
  15. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
  16. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.



PRECINCT 1, PLACE 1  
(409) 835-8522 PHONE  
(409) 835-8523 FAX

1085 PEARL ST, ROOM 105  
BEAUMONT, TX 77701

**JUDGE NAOMI DOYLE**  
JUSTICE OF THE PEACE

RE: TRANSFER OF FUNDS

Greetings,

I am writing to formally request that \$750 be transferred from my 120-2041-412-10-98 "OVERTIME ALLOWANCE" account and transferred into my 120-2041-412-4052 "POSTAGE" account.

Due to the increase in civil filings in my court, we have exceeded our postage fund for this budget cycle. This has seemingly been addressed in the newly proposed budget.

Please let me know if you require any further information.

Best Regards,  
Judge Naomi Doyle

Jefferson County

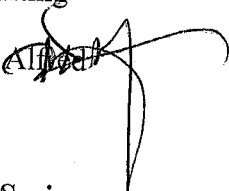


Precinct Four

Everette "Bo" Alfred  
Commissioner

P.O. Box 4025  
Beaumont, Texas 77704-4025  
409-835-8443 phone  
[www.co.jefferson.tx.us/prct4/index.html](http://www.co.jefferson.tx.us/prct4/index.html)

**MEMO**

TO: Ms. Rebekah Patin, Auditing  
FROM: Commissioner Everette Alfred   
DATE: August 12, 2024  
RE: **Transfer Funds – Out Series**

---

Please make the following transfer as indicated. Thank you.

Transfer **\$5,000** from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.30-01 (Asphalt); and

Transfer **\$4,800** from account # 114-0406-431.10-05 (Extra Help) into account # 114-0402-431.30-01 (Asphalt) for additional cost of road materials; and

Transfer **\$17,000** from account # 114-0402-431.10-05 (Extra Help) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repair; and

Transfer **\$250** from account # 114-0402-431.10-05 (Extra Help) into 114-0401-431.40-52 (Postage) for additional cost of postage.

EA/nr

China - Drawdown Advance #3 - Approved for processing  
\$5,600.00 applied from Draw Adv #2 Rec.

**Jefferson County**  
American Rescue Plan Act Obligated Project

**Advance Funds Drawdown Request Form**

**Project Owner**

City of China, Texas

**Project Name / Description**

Wastewater Treatment Plant  
Improvements/Expansion

**Primary Project Contact/Requester & Title**

Dawn Matte, City Secretary

**Mailing Address**

City of China, Texas  
245 Broadway  
China, TX 77613

**Request Breakdown**

Year:	2024	Advance Drawdown Request Amount:	\$ 129,000.00
Quarter:	3rd Quarter	Validated Total:	\$ 0.00
Total Award:	\$ 5,000,000.00	Validated Balance this request:	\$ 129,000.00

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

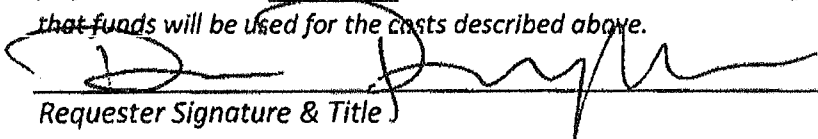
Expense Item Description	Est Amount	Validated Actual
1 Engineering Design (Q3 2024)	\$ 134,600.00	
2		
3		
4		
5		
6		
7		
8		

Previous Request Balance:	(\$ 5,600.00)	Validated Total
Total Request Amount:	\$ 129,000.00	\$ 0.00

*Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses*

**Certification**

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

 City Secretary  
Requester Signature & Title

8-12-2024  
Date



NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	78.45	520396	78.45**
ROAD & BRIDGE PCT.#1			
ENTERGY	635.81	520265	
M&D SUPPLY	.72	520277	
RITTER @ HOME	189.29	520288	
ACE IMAGEWEAR	57.66	520292	
S.E. TEXAS BUILDING SERVICE	433.33	520293	
MARTIN PRODUCT SALES LLC	6,345.07	520336	
ASCO	1,521.12	520359	
HOLLIER CONSTRUCTION CO LLC	23,980.00	520378	
MASSEY SERVICES INC	40.00	520420	33,203.00**
ROAD & BRIDGE PCT.#2			
ACE IMAGEWEAR	19.92	520292	
S.E. TEXAS BUILDING SERVICE	520.00	520293	
AT&T	92.86	520296	
W. JEFFERSON COUNTY M.W.D.	29.93	520301	
BUMPER TO BUMPER	139.21	520333	
LIBERTY TIRE RECYCLING LLC	1,122.00	520346	
GULF COAST	377.60	520386	2,301.52**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	220.30	520243	
BEAUMONT TRACTOR COMPANY	288.03	520246	
CITY OF PORT ARTHUR - WATER DEPT.	61.13	520251	
PHILPOTT MOTORS, INC.	139.10	520282	
CENTERPOINT ENERGY RESOURCES CORP	50.69	520334	
INDUSTRIAL & COMMERCIAL MECHANICAL	527.38	520356	
ALL TERRAIN EQUIPMENT CO	290.01	520375	
MUNRO'S UNIFORM SERVICES, LLC	23.95	520403	1,600.59**
ROAD & BRIDGE PCT.#4			
A&A EQUIPMENT	1,833.92	520235	
SPIDLE & SPIDLE	5,455.02	520237	
COASTAL WELDING SUPPLY INC	133.32	520252	
RB EVERETT & COMPANY, INC.	2,692.26	520259	
M&D SUPPLY	215.99	520277	
OVERHEAD DOOR CO.	607.90	520281	
SOUTHEAST TEXAS WATER	161.20	520295	
AT&T	54.31	520296	
JASON'S DELI	3,389.15	520313	
UNITED STATES POSTAL SERVICE	10.28	520321	
4IMPRINT, INC.	1,216.51	520327	
MARTIN PRODUCT SALES LLC	240.80	520336	
ASCO	7,676.39	520359	
CINTAS CORPORATION	130.42	520369	
O'REILLY AUTO PARTS	532.68	520379	
GULF COAST	314.55	520386	
ODP BUSINESS SOLUTIONS, LLC	213.48	520402	
MUNRO'S UNIFORM SERVICES, LLC	647.46	520403	
CITIBANK NA	362.70	520405	
DOGGETT FORD OF BEAUMONT	4,083.89	520413	29,540.25**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	97.04	520251	
ENTERGY	2,015.20	520265	
SPRINT WASTE SERVICES LP	1,100.95	520364	
CITIBANK NA	347.98	520405	3,561.17**
GENERAL FUND			
ATTORNEY GENERAL - STATE OF TEXAS	21,617.46	520242	21,617.46*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	42.84	520292	
TEXAS A&M AGRILIFE EXTENSION SERVIC	75.00	520304	
UNITED STATES POSTAL SERVICE	292.83	520321	
SUPERIOR	216.34	520350	
NEMO-Q	310.00	520362	937.01*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	850.00	520278	
PINNACLE MEDICAL MANAGEMENT CORP	55.00	520283	
PRE CHECK, INC.	305.60	520316	
UNITED STATES POSTAL SERVICE	.69	520321	
SIERRA SPRING WATER CO. - BT	80.47	520323	
BAPTIST PHYSICIAN NETWORK	494.00	520324	
TEXAS PRIMA	400.00	520343	2,185.76*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	3.70	520321	3.70*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	360.61	520321	
ODP BUSINESS SOLUTIONS, LLC	225.95	520402	586.56*
COUNTY JUDGE			
ORGAIN BELL & TUCKER LLP	500.00	520280	
UNITED STATES POSTAL SERVICE	2.50	520321	
JERRY JOHN BRAGG	500.00	520348	
GREGORY LAW FIRM	500.00	520353	
JOSEPH MUCKLERROY	500.00	520371	
ODP BUSINESS SOLUTIONS, LLC	267.44	520402	2,269.94*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.97	520321	.97*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	220.54	520321	220.54*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	23.07	520321	
CITIBANK NA	435.00	520405	458.07*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	30.00	520275	
TIDAL BASIN GOVERNMENT CONSULTING	832.50	520393	
ODP BUSINESS SOLUTIONS, LLC	713.53	520402	
HONEY B HAM COMPANY	72.00	520418	1,648.03*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	453.90	520306	
SHELDON JENKINS	462.30	520390	
CITIBANK NA	718.56	520405	1,634.76*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	613.39	520321	613.39*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	18,340.00	520272	
CASH ADVANCE ACCOUNT	80.00	520275	
UNITED STATES POSTAL SERVICE	172.18	520321	
CITIBANK NA	324.76	520405	
VICTORY TRANSPORT SERVICES	112.00	520422	19,028.94*
DISTRICT CLERK			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	372.84	520321	
FUNCTION 4 LLC	1,200.00	520372	1,572.84*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	520238	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	3,768.75	520245	
THOMAS J. BURBANK PC	2,606.25	520248	
DONALD W. DUESLER & ASSOC.	8,750.00	520256	
MARSHA NORMAND	8,750.00	520279	
WENDELL RADFORD	1,800.00	520286	
JOHN D WEST	8,750.00	520315	
MATUSKA LAW FIRM	900.00	520365	
JENNIFER DELAGE	600.00	520370	
CITIBANK NA	495.00	520405	
RAEGAN MINALDI	2,187.50	520419	47,357.50*
58TH DISTRICT COURT			
ODP BUSINESS SOLUTIONS, LLC	943.96	520402	943.96*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.38	520321	1.38*
136TH DISTRICT COURT			
NOTARY PUBLIC UNDERWRITERS AGENCY	142.95	520311	
UNITED STATES POSTAL SERVICE	.69	520321	
LEXIS-NEXIS	211.00	520322	
BAYLOR WORTHAM	170.00	520335	
AMAZON CAPITAL SERVICES	117.98	520404	642.62*
172ND DISTRICT COURT			
KAYCEE LYNN JONES	109.88	520417	109.88*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	3,086.25	520248	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	520264	
KIRKSEY'S SPRINT PRINTING	77.85	520276	
CHARLES ROJAS	8,750.00	520309	
UNITED STATES POSTAL SERVICE	2.07	520321	
JOEL WEBB VAZQUEZ	800.00	520332	
LAURIE PEROZZO	900.00	520347	
ALLEN PARKER	8,750.00	520349	
BRITTANIE HOLMES	8,750.00	520357	
WILLIAM MARCUS WILKERSON	2,250.00	520358	
JENNIFER DELAGE	800.00	520370	
MARVIN LEWIS JR	8,750.00	520381	44,506.17*
279TH DISTRICT COURT			
LAIRO DOWDEN, JR.	325.00	520255	
WENDELL RADFORD	650.00	520286	
CHARLES ROJAS	350.00	520309	
GLEN M. CROCKER	650.00	520325	1,975.00*
317TH DISTRICT COURT			
CHARLES ROJAS	220.00	520309	
UNITED STATES POSTAL SERVICE	4.90	520321	
GLEN M. CROCKER	110.00	520325	
DONEANE E. BECKCOM	330.00	520326	
BRITTANIE HOLMES	330.00	520357	
JENNIFER DELAGE	935.00	520370	1,929.90*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	61.43	520321	61.43*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	225.99	520268	
UNITED STATES POSTAL SERVICE	21.39	520321	247.38*
JUSTICE COURT-PCT 4			
AT&T	48.93	520296	
ODP BUSINESS SOLUTIONS, LLC	63.09	520402	112.02*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT	674.66	520275	
UNITED STATES POSTAL SERVICE	36.31	520321	
ODP BUSINESS SOLUTIONS, LLC	120.29	520402	831.26*
JUSTICE COURT-PCT 7			
CITIBANK NA	152.90	520405	152.90*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	10.35	520321	10.35*
COUNTY COURT AT LAW NO. 2			
DAVID GROVE	250.00	520238	
A. MARK FAGGARD	250.00	520260	
MARVA PROVO	300.00	520285	
CHARLES ROJAS	800.00	520309	
UNITED STATES POSTAL SERVICE	9.66	520321	
JOEL WEBB VAZQUEZ	500.00	520332	
LAURIE PEROZZO	250.00	520347	
JENNIFER DELAGE	650.00	520370	
BENJAMIN ALAN JEFFERIES	250.00	520409	3,259.66*
COUNTY COURT AT LAW NO. 3			
DAVID GROVE	250.00	520238	
MARVA PROVO	550.00	520285	
NATHAN REYNOLDS, JR.	300.00	520287	
UNITED STATES POSTAL SERVICE	1.38	520321	
LANGSTON ADAMS	300.00	520329	
JOEL WEBB VAZQUEZ	250.00	520332	
LAURIE PEROZZO	250.00	520347	
JENNIFER DELAGE	800.00	520370	
THE SAMUEL FIRM, PLLC	450.00	520383	
BENJAMIN ALAN JEFFERIES	600.00	520409	3,751.38*
COURT MASTER			
LAWRENCE E THORNE III	4,702.35	520351	
RICHARD D HUGHES ATTORNEY AT LAW	1,400.00	520394	6,102.35*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	14.49	520321	14.49*
SHERIFF'S DEPARTMENT			
DELL MARKETING L.P.	6,080.75	520253	
EQUINE MEDICINE & SURGERY	38.00	520258	
FED EX	16.81	520261	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,060.00	520270	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,735.00	520271	
AT&T	139.29	520297	
MOTOROLA SOLUTIONS INC	1,125.00	520305	
AMERICAN POLYGRAPH ASSOCIATION	200.00	520314	
PNEU-DART, INC.	439.00	520319	
UNITED STATES POSTAL SERVICE	2,042.60	520321	
RITA HURT	4,675.00	520354	
SPANKY'S WRECKER SERVICE INC	550.00	520355	
INDUSTRIAL & COMMERCIAL MECHANICAL	744.23	520356	
SILSBEE FORD INC	2,946.60	520363	
GALLS LLC	1,475.72	520367	

NAME	AMOUNT	CHECK NO.	TOTAL
VECTOR SECURITY	145.05	520374	
M&R FLEET SERVICES, INC.	37.50	520380	
COTTON CARGO	48.00	520385	
ODP BUSINESS SOLUTIONS, LLC	183.32	520402	
AMAZON CAPITAL SERVICES	11.95	520404	
CITIBANK NA	165.00	520405	
BEAUMONT OCCUPATIONAL SERVICES	341.55	520407	
WILLIAM O HORN	500.00	520416	
			25,700.37*
CRIME LABORATORY			
ALLOMETRICS INC.	205.00	520236	
FED EX	30.44	520262	
SOUTHEAST TEXAS WATER	79.90	520294	
BAK GLOBAL LLC	100.00	520406	
			415.34*
JAIL - NO. 2			
JACK BROOKS REGIONAL AIRPORT	2,292.76	520274	
M&D SUPPLY	355.41	520277	
SCOOTER'S LAWNMOWERS	176.31	520291	
AT&T	39.81	520296	
TOTAL SAFETY U.S., INC.	280.00	520310	
LOWE'S HOME CENTERS, INC.	639.36	520328	
BAKER DISTRIBUTING COMPANY	154.49	520331	
GALLS LLC	1,323.29	520367	
FERGUSON ENTERPRISES INC	8,888.48	520373	
JCN OIL SERVICE	125.00	520391	
CITIBANK NA	1,020.82	520405	
BRIAN BARBOUR	75.00	520412	
AARON HOWELL	88.00	520415	
PATRICIA BERRY	75.00	520423	
ALEJANDRO CANTARINI	75.00	520424	
			15,608.73*
JUVENILE PROBATION DEPT.			
SAM HOUSTON STATE UNIVERSITY	450.00	520289	
UNITED STATES POSTAL SERVICE	9.00	520321	
BECKER PRINT & MAIL	1,231.00	520376	
ODP BUSINESS SOLUTIONS, LLC	92.72	520402	
			1,782.72*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	129.02	520321	
			129.02*
CONSTABLE-PCT 2			
CRAIG TURNER	45.00	520360	
			45.00*
CONSTABLE-PCT 4			
DISH NETWORK	87.42	520338	
			87.42*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	23.99	520321	
			23.99*
CONSTABLE PCT. 8			
POSTMASTER	499.32	520284	
			499.32*
AGRICULTURE EXTENSION SVC			
DAVID OATES	150.00	520368	
CITIBANK NA	45.00	520405	
			195.00*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	30.00	520240	
CALVARY MORTUARY	900.00	520249	
MCKESSON MEDICAL-SURGICAL INC	102.30	520307	
UNITED STATES POSTAL SERVICE	69.90	520321	
			1,102.20*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.	TOTAL
ENTERGY	140.00	520266	
MCKESSON MEDICAL-SURGICAL INC	63.65	520307	
BAK GLOBAL LLC	100.00	520406	303.65*
NURSE PRACTITIONER			
BAK GLOBAL LLC	100.00	520406	100.00*
INDIGENT MEDICAL SERVICES			
MCKESSON MEDICAL-SURGICAL INC	291.64	520307	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	520341	
INDIGENT HEALTHCARE SOLUTIONS LTD	275.00	520345	
CARDINAL HEALTH 110 INC	33,976.97	520361	
KAYLEE BENNETT	22.00	520388	38,338.61*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	143.14	520239	
BELL FENCE MFG. CO.	127.25	520247	
DELTA FASTENER, INC.	10.00	520254	
ECOLAB	242.59	520257	
W.W. GRAINGER, INC.	230.22	520263	
M&D SUPPLY	99.24	520277	
SANITARY SUPPLY, INC.	1,946.20	520290	
TRIANGLE ENGINE DIST.	204.32	520299	
A WALDREP COMPANY INC	4,786.00	520303	7,788.96*
MAINTENANCE-PORT ARTHUR			
AUTOMATIC DOOR SERVICE	60.00	520244	
ENTERGY	5,665.38	520265	
TEXAS DEPT OF HEALTH SERV- ASBESTOS	57.00	520339	
HONESTY ENVIRONMENTAL SERVICES, INC	1,430.00	520395	
CHARTER COMMUNICATIONS	113.89	520398	7,326.27*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	40.37	520292	
S.E. TEXAS BUILDING SERVICE	2,870.85	520293	2,911.22*
SERVICE CENTER			
AT&T	92.86	520296	
JEFFERSON CTY. TAX OFFICE	7.50	520317	
JEFFERSON CTY. TAX OFFICE	7.50	520318	
VOYAGER FLEET SYSTEM, INC.	29,812.38	520330	
CITIBANK NA	260.00	520405	
			30,180.24*
			297,325.66**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	109.08	520263	
JACK BROOKS REGIONAL AIRPORT	2,418.91	520274	
M&D SUPPLY	64.63	520277	
ACE IMAGEWEAR	74.42	520292	
UNITED PARCEL SERVICE	54.34	520300	
ALL TERRAIN EQUIPMENT CO	70.88	520375	
O'REILLY AUTO PARTS	489.21	520379	
NUTRIEN AG SOLUTIONS, INC	11,602.80	520382	
CY-FAIR TIRE	138.95	520384	15,023.22**
LATERAL ROADS- PRECINCT 4			
GULF COAST	371.25	520386	371.25**
BREATH ALCOHOL TESTING			
CMI INC	103.60	520250	103.60**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICES	400.00	520407	

NAME	AMOUNT	CHECK NO.	TOTAL
TAN LUU	500.00	520421	900.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,709.94	520387	10,709.94**
JUVENILE PROB & DET. FUND			
HAYS COUNTY	6,600.00	520302	
STABLE-SPIRIT	2,000.00	520344	
GRAYSON COUNTY DEPT OF JUVENILE	8,060.00	520366	16,660.00**
GRANT A STATE AID			
HAYS COUNTY	3,000.00	520302	
DEPELCHIN CHILDREN'S CENTER	10,537.23	520312	
TCSI, LLC	12,102.27	520392	
ODP BUSINESS SOLUTIONS, LLC	188.71	520402	25,828.21**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	296.00	520275	
UNITED STATES POSTAL SERVICE	173.11	520321	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	520341	
CHARTER COMMUNICATIONS	128.75	520399	
ODP BUSINESS SOLUTIONS, LLC	1,018.87	520402	8,581.73**
JAG GRANTS			
DELL MARKETING L.P.	1,216.15	520253	1,216.15**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.69	520321	.69**
DEPUTY SHERIFF EDUCATION			
TTPOA	3,000.00	520298	3,000.00**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	81.74	520275	
DISH NETWORK	138.43	520337	220.17**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	100.00	520241	100.00**
AIRPORT FUND			
AT&T	438.23	520296	
UNITED STATES POSTAL SERVICE	.69	520321	
CHARTER COMMUNICATIONS	125.65	520400	564.57**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	91,763.99	520377	
ROCKSTAR ACQUISITIONS CORP	21,023.00	520414	112,786.99**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	168.00	520356	168.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	17,613.97	520218	
CLEAT	4,917.00	520219	
JEFFERSON CTY. TREASURER	13,172.95	520220	
INTERNAL REVENUE SERVICE	208.00	520221	
JEFFERSON CTY. COMMUNITY SUP.	6,331.93	520222	
JEFFERSON CTY. TREASURER - HEALTH	557,195.40	520223	
JEFFERSON CTY. TREASURER - GENERAL	50.00	520224	
JEFFERSON CTY. TREASURER - PAYROLL	2,132,622.84	520225	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON CTY. TREASURER - PAYROLL	731,631.81	520226	
POLICE & FIRE FIGHTERS' ASSOCIATION	3,120.36	520227	
JEFFERSON CTY. TREASURER - TCDRS	851,065.53	520228	
JEFFERSON COUNTY TREASURER	3,853.09	520229	
JEFFERSON COUNTY - TREASURER -	10,003.05	520230	
NECHES FEDERAL CREDIT UNION	30,592.43	520231	
JEFFERSON COUNTY - NATIONWIDE	55,757.73	520232	
ALLSTATE BENEFITS	6,576.01	520233	
CHUBB	6,337.69	520234	
			4,431,049.79**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	520352	
MASTERWORD SERVICES, INC	916.54	520397	
RUBEN ZAPATA	300.00	520408	
			1,316.54**
ARPA CORONAVIRUS RECOVERY			
H.O.W. CENTER	34,976.20	520267	
TIDAL BASIN GOVERNMENT CONSULTING	17,945.00	520393	
FAMILY SERVICES OF SOUTHEAST TX INC	325,607.75	520411	
			378,528.95**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	6,956.25	520393	
			6,956.25**
GUARDIANSHIP FEE			
CATHERINE BRUNEY	300.00	520269	
			300.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,161.13	520342	
			2,161.13**
CNTY & DIST COURT TECH FD			
CDW COMPUTER CENTERS, INC.	658.80	520306	
			658.80**
MARINE DIVISION			
ENTERGY	643.63	520265	
RITTER @ HOME	248.34	520288	
AT&T	113.12	520296	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	520308	
THE DINGO GROUP-PETE JORGENSON MARI	36.09	520340	
SILSBEE FORD INC	61,870.33	520363	
GALLS LLC	1,376.84	520367	
VECTOR SECURITY	103.86	520374	
WEST MARINE PRO	540.48	520389	
			64,992.69**
SHERIFF - COMMISSARY			
GUARDIAN RFID	820.00	520410	
			820.00**
			5,450,629.31***



March 28, 2024

**Honorable Roxanne Acosta-Hellberg**  
**Jefferson County Clerk**

# **Critical Records Management**

**Deeds, Condo, Maps, & Probates**

**SUBMITTED BY:**

Billy Gerwick  
Account Executive  
billy.gerwick@kofile.com  
(832) 373-9124

**Kofile** 

6300 Cedar Springs Road, Dallas, TX 75235  
p: 214.442.6668 | f: 214.442.6669  
[info@kofile.com](mailto:info@kofile.com) | [www.Kofile.com](http://www.Kofile.com)

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Dear Honorable Roxanne Acosta-Hellberg,

This proposal addresses Jefferson County Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, imaging, indexing, and map solutions. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this proposal.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Jefferson County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, digitization - or any maintenance or repair of the existing resource.

## **AREAS OF CONCERN**

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

### *Acidic Paper*

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

### *Acidic Ink*

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

### *Mechanical Damage (Use & Abuse)*

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

### *Binding Margin*

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

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### *Broken Book Block*

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

### *Failing Index Stacks*

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

### *Tape & Non-Archival Adhesives*

The Library of Congress warns about the culprits of “pressure sensitive tapes—such as scotch, masking, ‘invisible,’ quick-release, cellophane, and even so-called ‘archival’ tapes”—all are unstable. These tapes and adhesives “will stain the paper and may cause inks and colors to ‘bleed.’ Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove.”

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate “quick fix” to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets’ margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper’s fibers.

### *Lamination Removal*

Kofile conservators address the “Laminate” process to the fullest extent possible. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the “Laminate” depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document’s paper or ink. If conservators cannot remove the laminate safely, Kofile will contact Jefferson County Clerk directly to discuss alternatives.

### *Non-Archival Quality Materials*

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

### **TEMPERATURE & HUMIDITY MONITORING**

While temperature and limited air circulation are crucial to a document’s longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

*Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.*

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Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Red inks  
smear first,  
then blue  
inks, and  
lastly,  
black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at [www.dpccalc.org](http://www.dpccalc.org) to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

## TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

### *Dismantle*

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

### *Surface Cleaning*

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

### *Removal of Fasteners*

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

### *Removal of Tape, Adhesives, Varnish, or Old Repairs*

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.



### *Flattening and Humidification*

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.



After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.



A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive. An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.



#### *Deacidification*

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.



#### *Encapsulation*

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).



This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or ¼" binding margin.

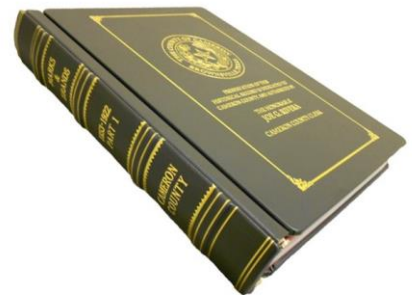
### ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

Kofile manufactures binder components at ¼" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

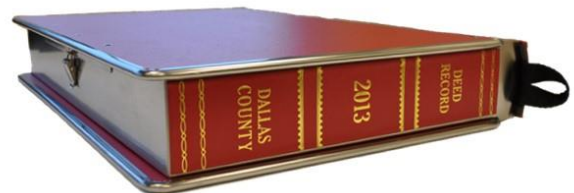
#### Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Jefferson County Clerk is notified. Any changes are approved by Jefferson County Clerk. Tooling is performed with 23-karat gold foil.



#### Disaster Safe Binder™ (DSB)

The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.



The DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging

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vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Jefferson County Clerk. This is Kofile's commitment of value and service to its customers.

The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.

Other DSB Features Include:

**Stainless Steel**—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

**Support to the Book Block**—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

**Microclimate**—The DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

**Security Lock**—A security lock hinge protects from theft.

**Nonflammable & Self-Extinguishing**—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.





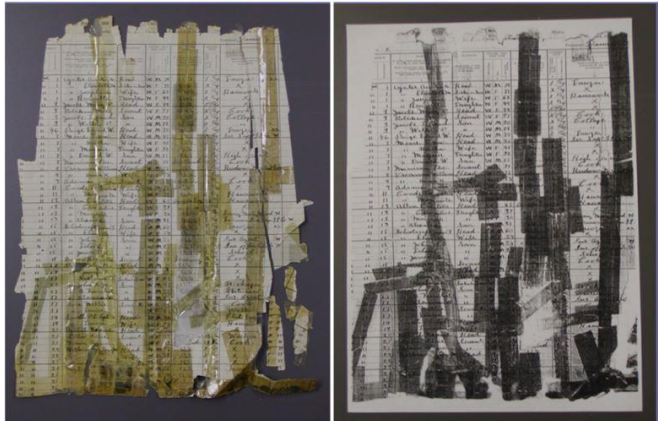
**ARCHIVAL DIGITIZATION**

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access.

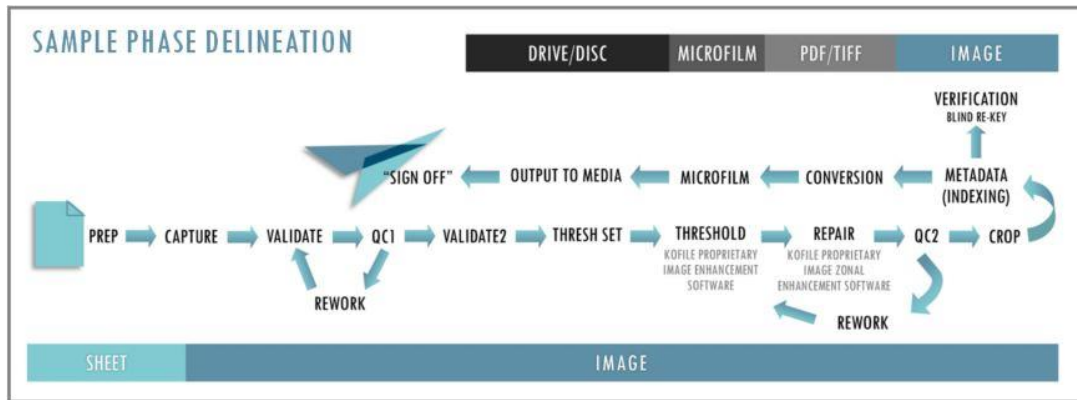
Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



*What would this image look like if scanned "AS IS?"*

*Imaging WITHOUT Conservation*



**IMAGING OVERVIEW**

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

*Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2013.*

## IMAGE PROCESSING AND ENHANCEMENT

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

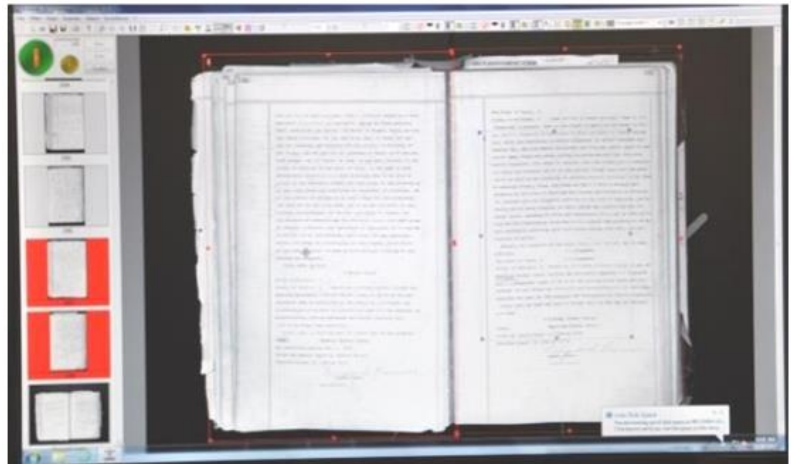
Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

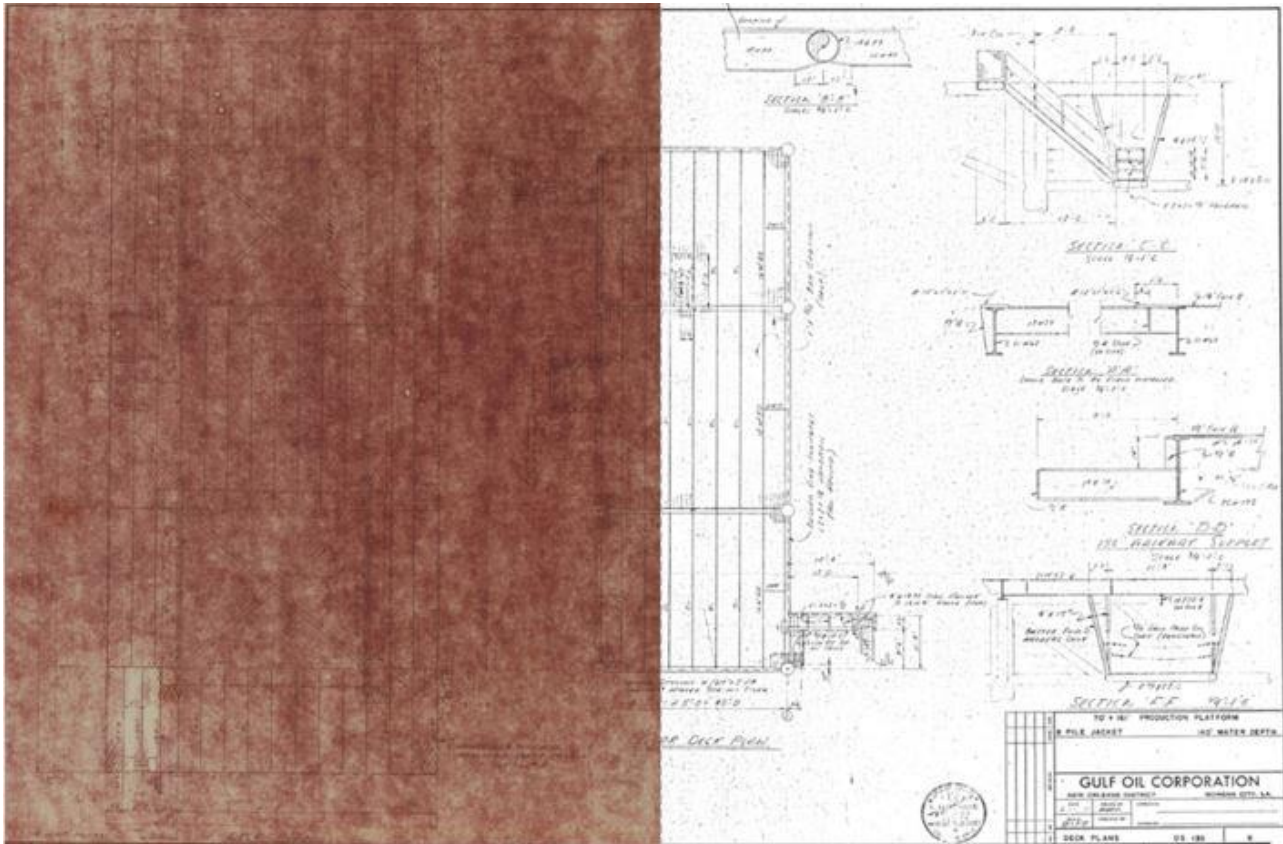
Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.



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### *Quality Control (QC)*

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Jefferson County Clerk can receive an image log noting the steps employed.

### *Advanced Equipment*

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

### **ARCHIVAL INDEXING**

Data integrity is essential. Kofile's proprietary indexing software and keying procedures is proven 99.25% accuracy.

Prior to indexing, Kofile conducts a comprehensive assessment of Jefferson County Clerk's indexing specifications to ensure accurate and consistent indexes, guaranteeing quick searches for users.

During the assessment, Kofile documents established methods of indexing specific instruments, clarifying terminology, and the standards used to enter names, dates, and other basic required information. This analysis differentiates the following:

- Cross-indexed documents
- Differentiation between individual names & corporation names
- Government departments & agencies
- Alternate & alias names
- Abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

Kofile's quality control procedures (QC) ensure that managers and supervisors internally research and answer questions about any problematic process. Kofile will contact Jefferson County Clerk for any clarification and/or decisions needed. Client involvement demonstrates Kofile's pride in building successful professional relationships.

### *Data Entry Procedures*

Consistently keyed fields will improve document retrieval and build a dependable, searchable database. To accomplish this, two technicians separately key the same entry for every field. Software is then utilized to ensure those separate entries match. Fields that do not match are sent to a supervisor to determine the issue, after which the entry is sent to a third technician to key a final time. With this methodology, each field is blind-keyed at least twice, and up to three times.

Any amendments are communicated with Jefferson County Clerk via an exception list. Some exceptions are to be expected as not all records contain all fields noted. Kofile will establish rules for these abnormalities once the project commences.

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## SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

### *Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)*

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than  $\pm .5$ .
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to ¼" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

### *Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)*

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Maps will be captured at a minimum of 300 dpi. Full color, gray scale and black and white will be determined with each document type/book.
- Images accumulate as bi-tonal images in a standard PDF or Group IV TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page.
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- If applicable, images are optimized and scaled for system output.
- Annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.

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- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
  - STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.
  - Jefferson County Clerk receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).
  - Kofile can hold a security copy of all images for safekeeping.

#### *Archival Indexing (ID)*

- Key and blind re-key verify documents.
- Formatting of metadata (indexes) per the requirements of Jefferson County Clerk's System vendor.
- If requested, Kofile can provide a Disaster Recovery electronic offsite backup of metadata.
- Indexing fields for the Condo records are identified here:
  - Grantor
  - Grantee
  - Document type
  - Document number
  - Property Disc.
  - Date

#### *Archival Microfilm (MM)*

- Archival silver microfilm is produced in 35mm from the newly processed digital images for the maps.

**PROJECT PRICING**

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Jefferson County Clerk							
Deeds Project Overview							
Record Series	Vol.	Page Count	Format	Condition	Level of Service		Estimated Total
					PRV	Lamination Removal	
Deeds Transcribed	A	400	M	XXP	✓	✓	\$6,088.00
Deeds Transcribed	B	300	M	XXP	✓	✓	\$4,566.00
Deeds	C	500	M	XXP	✓	✓	\$7,610.00
Deeds	D	500	M	XXP	✓	✓	\$7,610.00
Deeds	E	500	M	XXP	✓	✓	\$7,610.00
Deeds	F	300	M	XXP	✓	✓	\$4,566.00
Deeds	G	300	M	XXP	✓	✓	\$4,566.00
Deeds	H	425	M	XXP	✓	✓	\$6,468.50
Deeds	I	350	M	XXP	✓	✓	\$5,327.00
Deeds	J	450	M	XXP	✓	✓	\$6,849.00
Deeds	K	500	M	XXP	✓	✓	\$7,610.00
Deeds	L	640	M	XXP	✓	✓	\$9,740.80
Deeds	M	640	M	XXP	✓	✓	\$9,740.80
Deeds	N	500	M	Good	✓		\$3,250.00
Deeds	O	500	M	Good	✓		\$3,250.00
Deeds	P	500	M	Good	✓		\$3,250.00
Deeds	Q	750	M	Good	✓		\$4,875.00
Deeds	R	500	M	Good	✓		\$3,250.00
Deeds	S	600	M	XXP	✓	✓	\$9,132.00
PROJECT TOTAL							\$115,359.10

Jefferson County Clerk							
Condo Project Overview							
Record Series	Vol.	Page Count	Format	Condition	Level of Service		Estimated Total
					IM	ID	
Condo Records	1	650	T	Good	\$474.50	\$1,547.00	\$2,021.50
Condo Records	3	650	T	Good	\$474.50	\$1,547.00	\$2,021.50
Condo Records	4	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	5	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	6	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	7	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	8	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	9	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	10	650	T	Good	\$237.25	\$773.50	\$1,010.75
Condo Records	11	110	T	Good	\$40.15	\$130.90	\$171.05
PROJECT TOTAL							\$11,289.30

Jefferson County Clerk						
Map Project Overview						
Record Series	Map Number	Size	Level of Service			Estimated Total
			PRV	IM	MM	
Maps	1-400	24 x 36	\$102,240.00	\$4,088.00	\$308.00	\$106,636.00
PROJECT TOTAL						\$106,636.00

Jefferson County Clerk						
Probate Project Overview						
Record Series	Case Range	Exclusion	Page Count	Case Count	Level of Service	Estimated Total
Probate Records	15057 - 55299	Mental Health Records	1,419,422	26,389	IM	\$894,235.86



This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.

Payment Terms: Pay 25% upon inventory pick-up and two 25% payments at equal periods through the estimated production completion date, with the balance due upon project completion. Actual payment dates to be determined prior to work beginning.

**CUSTOMER ACCEPTANCE**

**KOFILE ACCEPTANCE**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Print Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PURCHASING VIA TXMAS**

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile can prepare a 'Shopping Cart' in TxSmartBuy so Jefferson County Clerk can complete this purchase.

STATE OF TEXAS CO-OP MEMBER LISTING FOR Jefferson County Clerk	
<b>LINK</b>	<a href="https://www.txsmartbuy.com/membership_details?memberid=518">https://www.txsmartbuy.com/membership_details?memberid=518</a>
<b>CO-OP #</b>	C1230
<b>Contact</b>	DEBORAH CLARK; dclark@co.jefferson.tx.us
<b>Expiration</b>	4/22/2025

Jefferson County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS for DEEDS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV701	96272	Record Book Preservation by Page	Page	\$6.42	2,750	\$17,655.00
PRV711	96272	Conservation Treatments: Adhesive, Old Repairs, and Scotch Tape Removal/Reduction	Page	\$0.08	2,750	\$220.00
PRVX03	96272	Conservation Treatments: Reduction of Laminates Per Page	Page	\$15.22	6,405	\$97,484.10
					<b>TOTAL</b>	<b>\$115,359.10</b>

TXMAS BILLING LINE ITEMS for CONDO RECORDS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
IMG701	92030	Archival Imaging of Unbound Positive / Typescript	Page	\$0.73	3,630	\$2,649.90
IND703	92021	Backfile Archival Indexing of Land Record / Typescript	Doc.	\$2.38	3,630	\$8,639.40
					<b>TOTAL</b>	<b>\$11,289.30</b>

TXMAS BILLING LINE ITEMS for MAPS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PLAT-IM01	92030	Imaging of Plat or Map in 300 dpi Greyscale	Image	\$10.22	400	\$4,088.00
MMC702	91568	Digital Images to 35 MM Archival Microfilm Creation by Image	Image	\$0.77	400	\$308.00
PLAT702	96272	Conservation & Archival Imaging/ ≤ 24" x 36"	Each (Plat)	\$255.60	400	\$102,240.00
					TOTAL	\$102,548.00

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
IMG705	92030	Archival Imaging of Case File / Manuscript or Tri-Fold	Page	\$0.63	1,419,422	\$894,235.86

**ACCESSIBILITY OF RECORDS**

Records held at Kofile are maintained as private and confidential material. Jefferson County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Jefferson County Clerk. This policy applies to any agreement, verbal or written, between Jefferson County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Jefferson County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Jefferson County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

*Billy Gerwick*

c: (832) 373-9124

e: billy.gerwick@kofile.com

lgs

Jefferson County Birth Certificate Indexing



[www.archivalock.com](http://www.archivalock.com)

# Jefferson County Birth Certificate Indexing

Honorable Roxanne Acosta-Hellberg  
Jefferson County Clerk  
1085 Pearl Street  
Beaumont, TX 77701

Archivalock, LLC is pleased to present this proposal to index typed and handwritten Birth Certificate records for Jefferson County Clerk. This proposal has been prepared specifically by Archivalock to meet your current document indexing needs.

Below you will find a few brief details about Archivalock.

- ✓ Experienced in working with sensitive data
- ✓ A history of working with local governments and small businesses
- ✓ Certified and experienced management and staff

Document Indexing with Archivalock is quick, easy and painless. We are experienced in both high-volume projects as well as simply clearing out a single file cabinet. Our document indexing process includes the following.

- ✓ Indexing using our AI proprietary software
- ✓ Indexing a minimum of 6 fields with option to index 20 additional fields
- ✓ Converting handwritten records to text data.
- ✓ Product delivery media

If you have any questions, please feel free to contact me via telephone or email. Thank you for your time.

Best Regards,

Mike Anderson  
[Mike@archivalock.com](mailto:Mike@archivalock.com)  
(214) 233-6773

# Jefferson County Birth Certificate Indexing

## Proposed Pricing Breakdown

Document Type	Price per image
Birth Certificates Typed	\$1.40
<b>Total Price</b>	
170,000 births X \$1.40 per birth	<b>\$238,000</b>

### **Simple Pricing Promise:**

It is easy to see how the cost of your document indexing project may vary depending on your needs and the various price add-ons by competitors. Archivalock wants you to have a simple price with NO surprises. Because of this, we will give you one flat price per image. This includes all indexing and product delivery media. Our goal for you is to make this process as simple and easy as possible.

### **Confidentiality:**

We understand that your documents contain the data that drives your business. Because of this we take great care in ensuring your documents and the data on them remain confidential. If requested, we take the time to seal every box during pick-up and delivery of your documents. During their stay at our office, only the personnel directly involved in your project handle or have access to your documents.

### **Thank you:**

Thank you for giving Archivalock an opportunity to earn your business. We look forward to the opportunity to meet your document indexing needs. If you have any questions, please feel free to contact our office.

BUDGET HEARING WORKSHEET  
2024-2025 BUDGET YEAR

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ESTIMATED 2023-2024	ADJUSTED BUDGET	DEPT. REQ. 2024-2025	PROPOSED 2024-2025	INC (DEC)																												
COUNTY CLK RECORDS ARCHIV																																		
0000-414.30-78	OFFICE SUPPLIES	1,500	2,000	2,000	2,000	0																												
		-----	-----	-----	-----	-----																												
*	MATERIALS AND SUPPLIES	1,500	2,000	2,000	2,000	0																												
0000-414.50-77	CONTRACTUAL SERVICE	275,000	275,000	1,365,520	1,365,520	0																												
<table border="0" style="width: 100%;"> <tr> <td style="width: 10%;">LEVEL</td> <td style="width: 60%;">TEXT</td> <td style="width: 10%;"></td> <td style="width: 10%;">TEXT AMT</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>530</td> <td>RESTORATION OF ARCHIVAL RECORDS - KOFIL</td> <td></td> <td>1,127,520</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>INDEXING BIRTH RECORDS</td> <td></td> <td>238,000</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td>1,365,520</td> <td></td> <td></td> <td></td> </tr> </table>							LEVEL	TEXT		TEXT AMT				530	RESTORATION OF ARCHIVAL RECORDS - KOFIL		1,127,520					INDEXING BIRTH RECORDS		238,000							1,365,520			
LEVEL	TEXT		TEXT AMT																															
530	RESTORATION OF ARCHIVAL RECORDS - KOFIL		1,127,520																															
	INDEXING BIRTH RECORDS		238,000																															
			1,365,520																															
		-----	-----	-----	-----	-----																												
*	MISCELLANEOUS SERVICES	275,000	275,000	1,365,520	1,365,520	0																												
**	COUNTY CLK RECORDS ARCHIV	276,500	277,000	1,367,520	1,367,520	0																												

BUDGET HEARING WORKSHEET  
 2024-2025 BUDGET YEAR

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ESTIMATED 2023-2024	ADJUSTED BUDGET	DEPT. REQ. 2024-2025	PROPOSED 2024-2025	INC (DEC)
	COUNTY CLERK					
0014-414.10-05	EXTRA HELP	22,140	90,254	90,254	90,254	0
0014-414.10-95	EDUCATION PAY	9,000	9,000	9,000	9,000	0
		-----	-----	-----	-----	-----
*	SALARIES AND WAGES	31,140	99,254	99,254	99,254	0
0014-414.20-01	F.I.C.A. EXPENSE	1,692	7,593	7,593	7,593	0
0014-414.20-02	EMPLOYEES' RETIREMENT	4,548	20,377	19,454	20,258	804
		-----	-----	-----	-----	-----
*	FRINGE BENEFITS	6,240	27,970	27,047	27,851	804
**	COUNTY CLERK	37,380	127,224	126,301	127,105	804
*****	COUNTY CLK RECORDS ARCHIV	313,880	404,224	1,493,821	1,494,625	804
		313,880	404,224	1,493,821	1,494,625	804

STATE OF TEXAS

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COUNTY OF JEFFERSON

§

A RESOLUTION IN SUPPORT OF JASPER COUNTY'S REQUEST TO JOIN THE SOUTHEAST TEXAS REGIONAL PLANNING COMMISSION

BE IT REMEMBERED at a meeting of the Commissioners Court of JEFFERSON County held on the 20th day of AUGUST, 2024, on a motion made by Commissioner ALFRED, Commissioner of Precinct 4 and seconded by Commissioner ERICKSON, Commissioner of Precinct 2, the following resolution was adopted:

**A RESOLUTION OF JEFFERSON COUNTY TO SUPPORT SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION - METROPOLITAN PLANNING ORGANIZATION'S (SETRPC-MPO) EFFORT TO REDESIGNATE AND EXPAND ITS PLANNING AREA BOUNDARIES TO ACCEPT JASPER COUNTY**

**WHEREAS**, the SETRPC-MPO has made significant progress in improving air quality in its current Metropolitan Planning Area and is currently in attainment for all National Ambient Air Quality Standards under the Clean Air Act of 1970; and

**WHEREAS**, 23 CFR 450.312(b) states that Metropolitan Planning Organizations that were in non-attainment status prior to August 10, 2005 are required to redesignate in order to make boundary adjustments; and

**WHEREAS**, 23 CFR 450.310(h) allows the SETRPC-MPO to redesignate with support from the Governor and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population; and

**WHEREAS**, Jefferson County recognizes the importance of integrating Jasper County in their comprehensive, cooperative and continuing regional transportation planning process; and

**WHEREAS**, Jefferson County acknowledges that Jasper County sends a large percentage of commuters in and out of its current Metropolitan Planning Area; and

**WHEREAS**, Jefferson County recognizes that inclusion of Jasper County will enhance regional coordination, regional transportation modeling, and support development of an integrated transportation system that meets the current and future needs of the area; and

NOW, THEREFORE, BE IT RESOLVED BY THE TRANSPORTATION PLANNING COMMITTEE OF THE SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION METROPOLITAN PLANNING ORGANIZATION THAT:

Jefferson County accepts the South East Texas Regional Planning Commission Metropolitan Planning Organization's redesignation and expansion of the planning area boundaries to accept Jasper County for membership and inclusion in the organization's regional transportation planning process.

Signed this 20 day of AUGUST, 2024.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, on motion made by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, and seconded by \_\_\_\_\_, Commissioner of Precinct No. \_\_\_\_\_, the following RESOLUTION was adopted:

WHEREAS, Section 34.05(a) of the Texas Property Tax Code states "If property is sold to a taxing unit that is a party to the judgment, the taxing unit may sell the property at any time, subject to any right of redemption existing at the time of sale;" and,

WHEREAS, Section 34.05(c) of the Texas Property Tax Code states in part "If the purchasing taxing unit has not sold the property within six months after the date on which the owner's right of redemption terminates, any taxing unit that is entitled to receive proceeds of the sale by resolution of its governing body, may request the sheriff in writing to sell the property at a public sale;" and,

WHEREAS, the deed to the property on the attached list has been held by Jefferson County and the entities for whom it collects taxes and has been determined to meet the criteria set out in one of the paragraphs above; and,

WHEREAS, Jefferson County and the entities for whom it collects taxes will receive the benefit from the proceeds from the sale and additional tax revenue once these properties are placed on the current tax roll.

**THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby request the Jefferson County Sheriff to sell the listed properties on the first Tuesday of October, 2024.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
JUDGE JEFF BRANICK  
County Judge

\_\_\_\_\_  
COMMISSIONER EDDIE ARNOLD  
Precinct No. 1

\_\_\_\_\_  
COMMISSIONER MICHAEL SINEGAL  
Precinct No. 3

\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

**SHERIFF SALE 10/01/24**

The location of the Sheriff Sale will be the Jury Impaneling Room located on the 1<sup>st</sup> floor of the Jefferson County Courthouse,  
1085 Pearl St, Beaumont, TX

**\*\*\*IN ADDITION TO YOUR BID, THERE ARE ADDITIONAL COST OF SALE THAT WILL BE DUE ON EACH  
PROPERTY-- \*\*\***

Sale #	Cause # Judgement Date	Account # Original Sale Date	Style of the Case	Legal Description Approximate Address	Current Year Value Additional Delinquent Taxes Due	Minimum Bid
1.	A198194 08/25/2016	032450-000-003000-00000 12/5/2023	JEFFERSON COUNTY VS. KEVIN D. HILL, ET AL	LOT 7 LOT 8 BLOCK 3 JOACHIMI 2005 Blanchette 77701	\$3,055.00 \$0.00	\$50.00
2.	A206728 02/25/2021	005400-000-000500-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. CAROL C. WELCH	Lot 5 of Bledsoe Subdivision No. 2 227 Bledsoe Pl 77640	\$1,000.00 \$0.00	\$50.00
3.	A206802 08/26/2021	056850-000-009700-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. ANNIE PIERRE	Lot 29 in Block 3 of Roosevelt 821 W Procter St 77640	\$1,164.00 \$0.00	\$50.00
4.	A208648 02/23/2023	023350-000-019500-00000 8/1/2023	JEFFERSON COUNTY, ET AL VS. BETTY JEAN BELL	Lot 13 and the East 50.00 feet of Lot 14 in Block 10 of the Replat of Blocks 10 - 11 of Gold Hill Second Addition 3245 Renaud St 77703	\$82,040.00 \$1,662.77 (2023)	\$500.00
5.	A209205 02/23/2023	003000-000-025900-00000 8/1/2023	JEFFERSON COUNTY, ET AL VS. FELNER B. ROBINSON, JR., ET AL	Lots Number Fifteen (15) And Number Sixteen (16) In Block Number Seventeen (17) Of The Beachway Addition 3331 19th St 77642	\$128,187.00 \$0.00	\$500.00
6.	A209958 02/23/2023	036900-000-000700-00000 8/1/2023	JEFFERSON COUNTY, ET AL VS. MAGGIE LEE HENCHIN, ET AL	Lot 8 in Block 1 of Leroy Addition 5195 Parkview Dr 77705	\$55,218.00 \$1,119.16 (2023)	\$500.00
7.	23DCCV0105 09/14/2023	009350-000-003500-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. OSCAR SANCHEZ, JR.	The North 70 feet of Lot 3 and the South 10 feet of Lot 1 in Block 4 of the Replat of parts of Blocks 4, 5 and 6 in Caldwood Addition 315 Caldwood E Dr 77707	\$59,369.00 \$0.00	\$500.00
8.	B195388 09/11/2014	007400-000-008900-00000 12/5/2023	JEFFERSON COUNTY VS. CYNTHIA H. JACKSON	LOT 17 & LOT 18 BLOCK 14 BRICE 936 Dunbar Ave 77640	\$1,470.00 \$0.00	\$50.00
9.	B197122 09/10/2015	029900-000-002100-00000 4/2/2024	JEFFERSON COUNTY VS. JEAN SKINNER WOODS, ET AL	LOT 12, BLOCK 2, HOLLYWOOD 3063 Hollywood St 77701	\$33,387.00 \$0.00	\$500.00
10.	B206809 03/04/2021	070750-000-000500-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. WILLIE MAE WASHINGTON	Lot 5 in Block 1 of Elmore Willard 2nd Addition 1720 Cottonwood St 77703	\$25,574.00 \$0.00	\$500.00
11.	B209525 09/15/2022	023500-000-011500-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. ROBERT SEGARST, ET AL	The East forty-nine feet of Lot 6 in Block 8 of Gold Hill Third Addition 2185 Leight St 77703	\$46,641.00 \$0.00	\$500.00
12.	B209540 09/15/2022	043800-000-000500-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. EDEN ALVAREZ, ET AL	Lots 5 and 6 in Block 1 of Meaux Place 6332 Nick Ave 77640	\$74,858.00 \$0.00	\$500.00
13.	B209687 03/02/2023	070800-000-000800-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. PAUL BODWIN, ET AL	Lot 9 in Block 1 of Levi Willard 2910 Willard St 77703	\$50,768.00 \$0.00	\$500.00
14.	B209694 09/15/2022	053400-000-356700-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. ROSHON LOUIS, ET AL	Lot 3 in Block 313 of the City of Port Arthur 2724 15th St 77640	\$42,510.00 \$0.00	\$500.00

15.	B210916 09/14/2023	053400-000-080100-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. ST. JOHN BAPTIST CHURCH	Lot Number Twelve (12), Block Number Sixty-Seven (67), City Of Port Arthur 749 8th St 77640	\$76,820.00 \$0.00	\$500.00
16.	D194806 05/15/2014	053450-000-019100-00000 12/5/2023	JEFFERSON COUNTY VS. SAM L WILLIAMS, ET AL	LOT 5 BLK X P A HTS 1040 W 15th St 77640	\$1,960.00 \$0.00	\$50.00
17.	D195270 05/15/2014	070125-000-001400-00000 4/2/2024	JEFFERSON COUNTY VS. ERIC B. ABERCROMBIE, ET AL	LOT 1 BLOCK 2 WESTWOOD MEADOWS 2485 Ember Ln 77707	\$9,012.00 \$0.00	\$50.00
18.	D195401 11/13/2014	053400-000-192100-00000 4/2/2024	JEFFERSON COUNTY VS. LOUISE RACHEL, ET AL	LOT 5 BLOCK 174 CITY OF PORT ARTHUR 2310 5th St 77640	\$980.00 \$0.00	\$50.00
19.	D196398 05/06/2015	053400-000-047300-00000 4/2/2024	JEFFERSON COUNTY VS. ODELL JOHNSON, JR., INDIVIDUALLY AND AS INDEPENDENT EXECUTOR OF ODELL JOHNSON, SR.	LOT 18 BLOCK 43 CITY OF PORT ARTHUR 149 10th St 77640	\$588.00 \$0.00	\$50.00
20.	D196736 05/06/2015	053400-000-241200-00000 4/2/2024	JEFFERSON COUNTY VS. NANETTE F. DIXON	LOT 9 BLOCK 213 CITY OF PORT ARTHUR 2119 Rev Ransom Howard 77640	\$1,130.00 \$0.00	\$50.00
21.	D207178 05/11/2023	013950-000-001200-00000 4/2/2024	JEFFERSON COUNTY, ET AL VS. DAVID ALEX, ET AL	Lot One (1) And The West One-Half Of Lot Two (W. 1/2 Of 2) In Block Three (3) Of Columbia Addition And A Tract Of Land 58 x 120 Feet Out Of The D. Brown Survey In Jefferson County, Texas, Described Be Metes & Bounds In the Deed 605 Shamrock St 77701	\$44,037.00 \$0.00	\$500.00
22.	D208893 05/12/2022	024850-000-001300-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. MARIE EUNICE ROULY	Lot 8 and the North 1/2 of Lot 9 in Block 2 of Green Meadows Subdivision 6382 1st Ave 77640	\$55,886.00 \$0.00	\$500.00
23.	D209286 05/12/2022	053400-000-455700-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. ALGER CARTER, ET AL	Lot 12 in Block 407 of City of Port Arthur 1345 15th St 77640	\$54,361.00 \$0.00	\$500.00
24.	D209554 05/11/2023	053400-000-474600-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. JESUS HERRERA, ET AL	LOT 1 S 60' BLOCK 424 LT 2 S 60' OF E35' CITY OF PORT ARTHUR. 1425 Savannah Ave 77640	\$63,700.00 \$0.00	\$500.00
25.	E196332 06/02/2015	006700-000-002800-00000 4/2/2024	JEFFERSON COUNTY VS. BEVERLY ALLEN SOSTAND, ET AL	LOT 12 BLOCK 6 BLVD CTS 2400 2nd Ave 77642	\$2,500.00 \$0.00	\$50.00
26A	E206853 12/01/2022	025300-000-003700-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. DANIEL ESPINOSA	Lot Number One (1) In Block Number Nine (9) Of Griffing's Residential Park 2200 Oaklawn Dr 77642	\$83,614.00 \$0.00	\$500.00
26B	E206853 12/01/2022	025300-000-003800-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. DANIEL ESPINOSA	Lot Number Two (2) In Block Number Nine (9) Of Griffing's Residential Park 2230 Oaklawn Dr 77642	\$91,914.00 \$0.00	\$500.00
27.	E209290 06/09/2022	059200-000-008200-00000 8/1/2023	JEFFERSON COUNTY, ET AL VS. ALCEE COLEMAN, ET AL	Lot 14 in Block 5 of Shortline Terrace 2339 Shirley St 77640	\$3,185.00 \$78.46 (2023)	\$50.00

29.	E209688 12/01/2022	011550-000- 003500-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. PHYLLIS MARIE BERRY LAWSON, ET AL	Lot 10 in Block 2 of Carver Terrace 3463 Washington Blvd 77705	\$14,700.00  \$0.00	\$500.00
30.	E209702 12/01/2022	023350-000- 022000-00000 8/1/2023	JEFFERSON COUNTY, ET AL VS. VERNA MAE JOHNSON MATLOCK	Lot 5 in Block 13 of Gold Hill Second Addition 2039 Tulane St 77703	\$31,649.00  \$641.46 (2023)	\$500.00
31.	E210902 06/15/2023	053400-000- 049100-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. MABLE DANKINS	Lot 18 in Block 44 of City of Port Arthur 149 9th St 77640-5253	\$68,519.00  \$0.00	\$500.00
32.	E211261 06/15/2023	053400-000- 505400-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. ELLENDER LEWIS, ET AL	Lot 4 in Block 450 of the City of Port Arthur 520 18th St 77640	\$53,449.00  \$0.00	\$500.00
33.	E211282 06/15/2023	032200-000- 002900-00000 12/5/2023	JEFFERSON COUNTY, ET AL VS. STEVEN C. ODOM	Lot 3 in Block 2 of Jefferson Home Sites 4320 Lewis Dr 77642	\$71,403.00  \$0.00	\$500.00



Clint Turner  
Chief Deputy  
E-Mail  
[Clint.Turner@jeffcotx.us](mailto:Clint.Turner@jeffcotx.us)

Tim Funchess  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[tim.funchess@jeffcotx.us](mailto:tim.funchess@jeffcotx.us)

August 14, 2024

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of July 31, 2024, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.994%. The 90 day Treasury discount rate on July 31, 2024 was 5.15% and the interest on your checking accounts for the month of July was 4.97

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 August 20, 2024, to be received and filed.

Sincerely,


Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for July, 2024,  
including the year to date total earnings on County funds.



# JEFFERSON COUNTY MONTH END JULY 31, 2024 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXY YIELD	MATURITY DATE	CALL DATE	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PRIOR FASE COLUMN	Coupon paid TO DATE	BOOK VALUE ACCRUED INT)
<b>TEXAS CLASS</b>		\$0.00	\$0.00	100	0.0000%		NONE		TX-01-0485-4001	TEXAS CLASS	\$0.00			\$0.00	\$0.00
<b>CBs and Securities</b>															
FHLB 5.000%	22-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.0000%	22-Jan-26	22-Oct-24	540	3130AVL79	NATIONAL ALLIANCE	\$1,997,200.00	\$99.8600	\$2,500.00	\$50,000.00	\$1,999,700.00
FNMA 5.000%	25-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.0000%	25-Jan-27	25-Oct-24	908	3135GAMC2	NATIONAL ALLIANCE	\$1,999,040.00	\$99.9500	\$1,666.67	\$50,000.00	\$2,000,706.67
FNMA 5.15%	16-Feb-24	\$5,000,000.00	\$5,000,715.28	100	5.1500%	12-Feb-27	12-Feb-25	926	3135GAP21	NATIONAL ALLIANCE	\$5,001,550.00	\$100.0300	\$118,020.83	\$0.00	\$5,119,570.83
FHLB 5.55%	04-Mar-24	\$5,000,000.00	\$5,000,000.00	100	5.5500%	04-Mar-27	04-Mar-24	946	3130B0B73	NATIONAL ALLIANCE	\$4,989,950.00	\$99.8000	\$113,312.50	\$0.00	\$5,103,262.50
<b>FAMCA 5.02% (NEW)</b>	23-Jul-24	\$3,000,000.00	\$3,000,000.00	100	5.0200%	23-Jul-27	23-Jul-25	1087	3142AVLR1	NATIONAL ALLIANCE	\$2,998,200.00	\$99.8400	\$3,346.67	\$0.00	\$3,001,546.67
FHLB 5.15	01-Apr-24	\$5,000,000.00	\$5,000,000.00	100	5.1500%	01-Apr-27	01-Apr-25	974	3130B0LW7	NATIONAL ALLIANCE	\$4,992,950.00	\$99.8600	\$85,833.33	\$0.00	\$5,078,783.33
FNMA 5.50	07-May-24	\$5,000,000.00	\$5,000,000.00	100	5.5000%	07-May-27	07-May-25	1010	3135GASF9	NATIONAL ALLIANCE	\$5,000,050.00	\$100.0000	\$64,166.67	\$0.00	\$5,064,216.67
FHLB 5.50%	24-Jun-24	\$3,000,000.00	\$3,000,000.00	100	5.5000%	24-Jun-27	24-Dec-24	1058	3130B1FSJ	NATIONAL ALLIANCE	\$3,000,120.00	\$100.0000	\$16,988.33	\$0.00	\$3,017,078.33
FHLB 5.50%	21-Dec-23	\$2,000,000.00	\$2,000,000.00	100	5.5000%	21-Dec-26	21-Mar-24	1096	3130AVYA2	NATIONAL ALLIANCE	\$1,998,120.00	\$99.9100	\$12,222.22	\$0.00	\$2,010,342.22
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	152	3130ASGS2	WELLS SECURITIES	\$2,991,566.86	\$99.3856	\$76,666.67	\$232,500.00	\$2,991,577.28
FHLB 3.875%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.0000%	13-Sep-24	13-Dec-22	44	3134KXT61	WELLS SECURITIES	\$4,990,984.15	\$99.8197	\$66,666.67	\$300,000.00	\$5,067,650.82
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.0000%	23-Sep-24	23-Mar-23	54	3130AT4M6	WELLS SECURITIES	\$3,991,384.40	\$99.7846	\$56,888.89	\$240,000.00	\$4,048,273.29
FHLB 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.0800%	25-Oct-24	15-Jan-23	86	3134G4M43	WELLS SECURITIES	\$4,995,656.70	\$99.9131	\$67,733.33	\$378,883.33	\$5,063,300.03
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.210%	26-Nov-25	26-May-23	483	3130ATX69	WELLS SECURITIES	\$4,995,799.35	\$99.9160	\$47,034.72	\$387,655.56	\$5,042,834.07
FHLB 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	296	3134GY4R0	WELLS SECURITIES	\$4,995,923.95	\$99.7185	\$49,583.33	\$388,645.83	\$5,035,507.28
<b>INVESTMENT ACCTS</b>		<b>TOTAL PAR</b>	<b>AMT. INVESTED</b>		<b>WEIGHTED AVG. YLD</b>	<b>EQUIVALENT TREAS. RATE</b>		<b>WEIGHTED AVG.</b>	<b>MATURITY</b>		<b>TOTAL MARKET VALUE</b>				<b>TOTAL BOOK VALUE</b>
		\$0.00	\$0.00		4.994%	4.449%		603	DAYS		\$0.00		0.00		
<b>CDs and Securities</b>		\$59,000,000.00	\$59,000,715.28								\$58,918,495.41		725,944.58	\$2,082,884.72	\$59,644,439.99
<b>TOTALS ALL ACCTS:</b>		<b>\$59,000,000.00</b>	<b>\$59,000,715.28</b>								<b>\$58,918,495.41</b>		<b>725,944.58</b>	<b>\$2,082,884.72</b>	<b>\$59,644,439.99</b>
<b>PLEDGE COLLATERAL REPORT WELLS FARGO</b>															
<b>ALL COUNTY FUNDS</b>															
<b>AS OF JULY 31, 2024</b>															
<b>COMPLIANCE STATEMENT</b>															
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act															
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.															
 <i>Jim Funchess</i> The Funchess, Jefferson County Treatment Investment Officer															

## JULY 2024, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST	CUSIP/C. D. NUMBER	BROKER DEALER	INTEREST EARNINGS		ACCRUED FROM PRIOR FASE COLUMN	Coupon paid TO DATE	BOOK VALUE ACCRUED INT)
<b>INVESTMENTS</b>															
<b>TEXAS CLASS</b>															
FNMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00	100	5.050%	12-Jul-24	12-Jul-24	457	3135GAG47	NATIONAL ALLIANCE	\$37,875.00				<b>MATURED COUPON</b>
FHLB 5.00%	22-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	22-Jan-26	22-Jul-24	731	3130AVL79	NATIONAL ALLIANCE	\$50,000.00				
FNMA 5.00%	25-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	25-Jan-27	25-Jul-24	1096	3135GAMC2	NATIONAL ALLIANCE	\$50,000.00				
<b>CHECKING INTEREST</b>															\$137,875.00
POOLED CASH ACCT		JULY INTEREST			4.97%			31	1004221717	STELLAR BANK	\$573,233.49				
OTHER COUNTRY ACCTS		JULY INTEREST			4.97%			31	1004224083	STELLAR BANK	\$34,782.29				
TAX LICENSE ACCT		JULY INTEREST			4.97%			31		STELLAR BANK	\$2,540.29				\$610,556.07
<b>TOTAL</b>		<b>\$7,000,000.00</b>	<b>\$7,000,000.00</b>								<b>\$748,431.07</b>			<b>\$748,431.07</b>	



# FISCAL YEAR 2023-2024

## YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER	5.250%	\$783,873.65	5.080%		
DECEMBER	5.200%	\$690,029.18	5.000%		
JANUARY	5.220%	\$783,694.01	4.950%		
FEBRUARY	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	5.150%	\$748,431.07	4.970%		
AUGUST					
SEPTEMBER					
<b>ANNUAL TOTALS</b>		<b>\$8,373,968.92</b>		<b>\$0.00</b>	<b>\$8,373,968.92</b>

**Jefferson County District Clerk  
Jamie Smith**



## **2025 DISTRICT CLERK RECORDS ARCHIVE PLAN**

### **I. BACKGROUND AND PURPOSE**

The District Clerk's office maintains millions of records dating back from the mid 1800's to present. These records are on various forms of medium ranging from hard bound binders, roll film and micro fiche, as well as original paper documents. In the year 2000 our office began the process of using scanned imaging. Efile has been mandated in Civil, Criminal and Family Law filings. Imaged records are accessible to law firms through our website online documents and the public through our public terminals in the District Clerk's office.

In 2016 we began outsourcing civil files to be imaged for archival purposes. Our paper file inventory consists of 189,949 cases dating from 1992 to present. There remains over 25 years of back file scanning that needs to be imaged for archival purposes.

### **II. AUTHORITY**

The responsibilities of the District Clerk and their authority to govern the records of the Jefferson County District Courts are established by the Texas Government Code. The Texas State Library and Archives Commission, Schedule DC – Records Retention, establishes the retention period for all documents maintained by the District Clerk. The Jefferson County District Clerk is the Records Management Officer for all records of the District Courts of Jefferson County, Texas.



### **III. 2024 DESIGNATION OF COURT DOCUMENTS**

Pursuant to the Texas Government Code, Chapter 51, Section 305, the District Clerk hereby designates that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code 205.003(a) will be followed for records subject to the rules. For the purpose of this section the following documents constitute the Jefferson County District Courts Records Archive:

#### **A. Civil and Tax Courts**

Civil Court Dockets (1844 - 1984)

Civil Court Indexes (1844 - 1984)

Civil Court Minute Books (1844 – 1984)

Civil Court Minutes Film/Paper Source (1984 – Present)

**Civil Court Case Filings Paper Source (1988 – Present)**

Execution Docket Books (1850 – 2004)

Executions and Orders of Sale Civil and Tax (1850 – 2004)

Tax Court Minute Books (1903 – 1967)

**Tax & Court Case Filings Paper Source (1992 – Present)**

**Civil filings paper source = 37,564**

#### **B. Criminal Courts**

Criminal Court Indexes (1904 – 1985)

Criminal Court Minute Books (1929 -1987)

**Criminal Court Case Filings Paper Source (1996 – Present)**

**Criminal filings paper source = 66,774**

#### **C. Family Courts**

Family Court Case Files:

- Adoptions

- Name Change Petitions

- Paternity Suits

- Voluntary Legitimizing Petitions and Statements

Family Court Dockets (1844 – 1984)

Family Court Indexes (1844 – 1984)

Family Court Minute Books (1894 – 1988)

**Family Court Case Filings Paper Source (1992 – Present)**

**Family Court filings paper source = 80,485**

#### **D. Juvenile Courts**

Juvenile Case Files:

- Adoption

- Paternity Suits (Adjudicating parentage)

- Name Change Petitions

- Voluntary Legitimizing Petitions and Statement

Juvenile Court Dockets

Juvenile Court Minute Books (1910 – 1964)

Juvenile Court Indexes (1964 – 1985)

**Juvenile Court Case Filings Paper Source (1998 – Present)**

**Juvenile court filings paper source = 5,126**

**IV. GOAL**

The goal is to preserve, reproduce and archive all paper documents, regardless of type, as efficiently as possible. To complete our efforts toward electronic storage of all case files, we envision using computers to access all records with a view to the future of using the computers entirely for court activity. In addition to preserving the documents, the images will be added to our existing imaging system and improve customer service. Additionally, significant space savings will be realized once paper documents are destroyed.

It is the intent to use a portion of the Records Archive SB1685 fund balance for archiving seminars, archiving equipment and continuing a back file scan projects.

**V. FUNDING**

Projected Annual Revenue (SB1685)

**Based on FY 2023-2024 filing figures**

YEAR	Beginning Fund Balance	Estimated Revenues	Estimated Expenditures	Estimated Ending FB
FY 2023	\$11,338	\$0.00	<b>\$11,330</b> <i>Equipment Maintenance \$1,990</i> <i>Kofile Book Preservation \$9,000</i> <i>Archive Seminars \$340</i>	
FY 2024	\$38,783	\$775.00	<b>\$38,450</b> <i>Equipment Maintenance \$2,250</i> <i>Kofile Book Preservation \$35,000</i> <i>Archive Seminars \$1,200</i>	\$1,108.00
FY 2025	\$4,803	\$900.00	<b>\$3,000</b> <i>Equipment Maintenance \$2,350</i> <i>Archive Seminars \$650</i>	\$2,703.00



AUTHORIZED KONICA MINOLTA DEALER

# MAINTENANCE AGREEMENT

Customer Number: JEF777

MAY, 2024

**Billing Address:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

**Equipment Location:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

ATT: DARLENE TYDLACKA  
[Darlene.Tydlacka@jeffcotx.us](mailto:Darlene.Tydlacka@jeffcotx.us)

409-835-8581  
FAX:

ATT: LA-SHANTA HOLLOWAY  
[La-shanta.Holloway@jeffcotx.us](mailto:La-shanta.Holloway@jeffcotx.us)

## CONTRACT INFORMATION

Contract Number:	Contract Type:	Contract Effective Dates		Contract Price:
C-346	CMAC	From:	To:	\$ 1,175.00
		10/18/24	10/17/25	

## EQUIPMENT INFORMATION

Equipment Make:	Equipment Model:	Equipment S/N:
CANON	MS300 W/ FP450 Printer RFC-200 Carrier	CS301728

## EXPLANATION OF CONTRACT TYPES

**CMAC: Comprehensive** Provides 100% coverage of all technical and preventative maintenance calls on an annual basis. Travel time, labor, all emergency calls and parts (except glass, lamps, drums, and consumables) are included.

**CLMAC: Comprehensive labor** Same as Comprehensive (CMAC) above, however, all parts are billable.

**SMAC: Standard** Contract includes a specified number of service calls each year. The number of calls is noted in the contract information section above. All parts are billable.

**NOTE:** Equipment not provided or previously serviced by PMA is subject to inspection prior to maintenance coverage. Necessary repairs and inspection are billable in addition to agreement pricing.

### PLEASE SIGN AND RETURN WITH PURCHASE ORDER TO CONTINUE FULL COVERAGE

Customer Approval: Po # \_\_\_\_\_  
By: \_\_\_\_\_  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: / / \_\_\_\_\_

Precision Microproducts of America, Inc. Approval:  
By: \_\_\_\_\_  
Signature:  \_\_\_\_\_

Print Name: CARLOS FERNANDES \_\_\_\_\_

Title: ACCOUNT REPRESENTATIVE Date: 4 / 30 / 24 \_\_\_\_\_

[carlosf@p-m-a.com](mailto:carlosf@p-m-a.com)

### **PRECISION MICROPRODUCTS OF AMERICA, INC.**

7 OLD DOCK ROAD SUITE 3 YAPHANK, NY 11980

Orders: 1-800-932-9215 Phone: 1-631-580-3456 Fax: 1-631-580-3003

WWW.P-M-A.COM



AUTHORIZED KONICA MINOLTA DEALER

## MAINTENANCE AGREEMENT

Customer Number: JEF777

MAY, 2024

**Billing Address:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

**Equipment Location:**

JEFFERSON COUNTY DISTRICT CLERKS OFFICE  
ROOM 203  
1085 PEARL STREET  
BEAUMONT, TX 77701

ATT: DARLENE TYDLACKA  
[Darlene.Tydlacka@jeffcotx.us](mailto:Darlene.Tydlacka@jeffcotx.us)

409-835-8581  
FAX:

ATT: LA-SHANTA HOLLOWAY  
[La-shanta.Holloway@jeffcotx.us](mailto:La-shanta.Holloway@jeffcotx.us)

### CONTRACT INFORMATION

Contract Number:	Contract Type:	Contract Effective Dates From:	Contract Effective Dates To:	Contract Price:
C-345	CMAC	10/18/24	10/17/25	\$ 1,175.00

### EQUIPMENT INFORMATION

Equipment Make:	Equipment Model:	Equipment S/N:
MINOLTA	MS6000 W/ MSP3000 Printer UC-2 Carrier	727911022016 / 31183386

### EXPLANATION OF CONTRACT TYPES

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Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: / /

Precision Microproducts of America, Inc. Approval:  
By: \_\_\_\_\_  
Signature:  \_\_\_\_\_

Print Name: CARLOS FERNANDES

Title: ACCOUNT REPRESENTATIVE Date: 4 / 30 / 24

[carlosf@p-m-a.com](mailto:carlosf@p-m-a.com)

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