

**Special, 4/18/2023 10:30:00 AM**

BE IT REMEMBERED that on April 18, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*April 18, 2023*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
April 18, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th** day of **April 2023** 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 am – Workshop to receive and consider information to be presented by representatives of the City of Beaumont regarding a potential for economic development.**

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

**10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic**

*Notice of Meeting and Agenda*  
*April 18, 2023*

**development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.**

**Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:**

**[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: Everett "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

*Notice of Meeting and Agenda*  
*April 18, 2023*

**PURCHASING:**

- (a).Reject all bids for (IFB 22-074/MR) Vehicles for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

- (b).Reject all bids for (RFP 23-018/MR) FEMA Grant Management and Insurance Advisory Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

- (c).Consider and approve specifications for Request for Proposal (RFP 23-019/MR) Auditing Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 127

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

- (d).Consider and approve specifications for Request for Proposal (RFP 23-028/MR) FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 128 - 195

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**



*Notice of Meeting and Agenda*  
*April 18, 2023*

- (e). Consider and approve Professional Agreement (PROF 23-016/JW) with Carr Brothers Corporation d/b/a HomeTeam for Home Inspection Services for Community Development Block Grant-Disaster Recovery (CDBG-DR) Home Buyout Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326, in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service.

SEE ATTACHMENTS ON PAGES 196 - 203

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

- (f). Consider and approve, execute, receive and file an agreement (Agreement 23-029/MR) with Skyflea Aviation, for Aircraft Rental for Jefferson County Sheriff's Office at a rate of \$130.00 per hour.

SEE ATTACHMENTS ON PAGES 204 - 205

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

- (g). Consider and approve, execute, receive and file an Amendment with Tyler Technologies Odyssey to replace Section B (6.2) language with "You will be hosted by a third-party provider (AWS GovCloud). Tyler reserves the right to change hosting providers upon thirty (30) days' advance notice." This is in accordance with the Sourcewell Contract ID#110515-TTI.

SEE ATTACHMENTS ON PAGES 206 - 206

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Receive and file Passenger Facility Charge Audit Report for Public Agencies for the Year Ended September 30, 2022.

SEE ATTACHMENTS ON PAGES 207 - 219

*Notice of Meeting and Agenda  
April 18, 2023*

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

- (b). Consider and approve reallocation of \$99,500 of American Rescue Plan Lost Revenue Funding originally budgeted for the Main Rotor for the Helicopter to fund anticipated increases to the Sheriff Vehicle replacement funding. The Sheriff Vehicle funding was originally budgeted at \$200,000, with this reallocation the total funding will be \$299,500.

SEE ATTACHMENTS ON PAGES 220 - 220

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

- (c). Consider and approve draft master Subrecipient agreement for distribution of ARPA funds.

SEE ATTACHMENTS ON PAGES 221 - 230

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

- (d). Regular County Bills – check #505287 through check #505506.

SEE ATTACHMENTS ON PAGES 231 - 240

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

**COUNTY COMMISSIONERS:**

- (a). Receive and file fully executed Linde Reinvestment Zone Order.

SEE ATTACHMENTS ON PAGES 241 - 244

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

- (b).Receive and file 2023 Amended Jefferson County Voluntary Tow Rotation List Guidelines.

SEE ATTACHMENTS ON PAGES 245 - 251

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

- (c).Consider and possibly approve out-of-state travel for La Rue Rogeau, Jefferson County Visitors Center to travel to Ohio for the Biggest Week in American Birding Convention. This is to be funded by HOT Tax Grant/Port Arthur Convention & Visitors Bureau.

SEE ATTACHMENTS ON PAGES 252 - 252

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

## **TAX OFFICE:**

- (a).Consider and approve an erroneous or overpayment property tax refund to M & D Supply, Ace Hardware Store #1925-D in the amount of \$5,915.60 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 253 - 259

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

## **ENGINEERING DEPARTMENT:**

- (a).Execute, receive and file Utility Permit 06-U-23 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for distribution of data and communications. This project is located in Precinct # 1.

SEE ATTACHMENTS ON PAGES 260 - 272

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

*Notice of Meeting and Agenda*  
*April 18, 2023*

- (b). Consider and possibly approve Replat of Lot 13, Interstate 10 Industrial Park, CF No. 2022006502 Official Public Records of Real Property Jefferson County, Texas into Lots 13A and 13B Interstate 10 Industrial Park, H.T. & B.R.R. Survey, Section No.15, Abstract No. 145, Jefferson County, Texas. It is located off of Industrial Parkway in Precinct #4. This plat is in the City of Beaumont ETJ. It has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 273 - 273

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (c). Consider and possibly approve Replat Replat of Lot 3 of Mandy Lane Addition, into Lot 3A and Lot 3B out of the Joseph Gallier Survey Abstract No. 130, Jefferson County, Texas. Mandy Lane is private road located off of F.M. 124 in Precinct #4. This plat is not within any ETJ and has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 274 - 274

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (d). Consider and possibly approve Tracts 4-A, 5-A, & 5-B, 7.51 Acre Replat Out of Lots 4 & 5, Van Noord Estates Section One, Vol. 15, Page 218, J.C.M.R. Property is located off of Englin Road in Precinct #3. This plat is not within any ETJ and has met all of the Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 275 - 275

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda*  
*April 18, 2023*

**SHERIFF'S DEPARTMENT:**

- (a). Please consider and approve out of state travel for Captain Aaron Morris to attend the Concerns of Police Survivors Week Memorial Service honoring fallen Deputy LaQuintin Wilson in Washington DC May 10-18, 2023. He will be serving as the Jefferson County Escort Officer for the Wilson Family during the service and throughout the week. This travel will be funded through forfeiture.

SEE ATTACHMENTS ON PAGES 276 - 277

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

**VISITORS CENTER:**

- (a). Consider and possibly approve Jefferson County Tourism Committee Hotel Occupancy Tax allocation recommendation for the previously tabled application from the Spring 2023 grant cycle for Mardi Gras of Southeast Texas for \$20,000.00.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

**OTHER BUSINESS:**

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

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

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

*Notice of Meeting and Agenda*  
*April 18, 2023*

**Special, April 18, 2023**

There being no further business to come before the Court at this time, same is now here adjourned on this date, April 18, 2023.

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**

April 18, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-019/MR), Auditing Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

There will be a Pre-Proposal Conference on Monday, May 1, 2023, at 2:00 pm CT in the Commissioners' Courtroom, located at 1149 Pearl Street, 4<sup>th</sup> Floor, Beaumont, Texas 77701.

**PROPOSAL NAME:** Auditing Services for Jefferson County  
**PROPOSAL NUMBER:** RFP 23-019/MR  
**DUE DATE/TIME:** 11:00 AM CT, Wednesday, May 24, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or [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 proposal in accordance with the terms and conditions stated in this bid.

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



Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise & Port Arthur News:**  
 April 19, 2023 & April 26, 2023  
**The Examiner:**  
 April 20, 2023

## TABLE OF CONTENTS

---

<b>TABLE OF CONTENTS .....</b>	<b>1</b>
<b>PROPOSAL SUBMITTAL CHECKLIST.....</b>	<b>3</b>
<b>SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....</b>	<b>4</b>
1.1 Vendor Instructions .....	4
1.2 Governing Law .....	4
1.3 Ambiguity, Conflict, or Other Errors in RFP .....	4
1.4 Notification of Most Current Address .....	4
1.5 Proposal Preparation Cost.....	4
1.6 Signature of Proposal .....	4
1.7 Economy of Presentation .....	5
1.8 Proposal Obligation .....	5
1.9 Incorporation by Reference and Precedence .....	5
1.10 Governing Forms .....	5
1.11 Implied Requirements.....	5
1.12 Compliance with RFP Specifications .....	5
1.13 Vendor Registration: SAM (System for Award Management).....	5
<b>SAM.GOV REGISTRATION (INSERTION PAGE) .....</b>	<b>6</b>
1.14 FORM 1295 (Texas Ethics Commission) Requirement .....	7
<b>SAMPLE OF COMPLETED FORM 1295.....</b>	<b>8</b>
<b>FORM 1295 (INSERTION PAGE) .....</b>	<b>9</b>
1.15 Emergency/Declared Disaster Requirements .....	10
1.16 Evaluation .....	10
1.17 Withdrawal of Proposal .....	10
1.18 Minority-Women Business Enterprise Participation.....	10
1.19 Award.....	10
1.20 Ownership of Proposal .....	10
1.21 Disqualification of Proposal .....	10
1.22 Contractual Development.....	10
1.23 Assignment .....	11
1.24 Contract Obligation .....	11
1.25 Termination .....	11
1.26 Inspections.....	11
1.27 Testing.....	11
1.28 Loss, Damage, or Claim .....	11
1.29 Taxes .....	11
1.30 Non-Discrimination .....	11
1.31 Conflict of Interest.....	11
1.32 Confidentiality/Proprietary Information .....	12
1.33 Waiver of Subrogation .....	12
1.34 Acknowledgment of Insurance Requirements .....	12
1.35 Insurance Requirements .....	12
1.36 Workers Compensation Insurance .....	13
<b>CERTIFICATE OF INSURANCE (INSERTION PAGE).....</b>	<b>15</b>
<b>SECTION 2. FEMA MANDATED CONTRACT PROVISIONS.....</b>	<b>16</b>
BYRD ANTI-LOBBYING CERTIFICATION FORM .....	31
DEBARMENT/SUSPENSION CERTIFICATION .....	32
CIVIL RIGHTS COMPLIANCE PROVISIONS .....	33



## TABLE OF CONTENTS (CONTINUED)

<b>SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS .....</b>	<b>35</b>
3.1 Submission of Proposal .....	35
3.2 Pre-Proposal Conference .....	36
3.3 Questions and Deadline for Question(s) Submission .....	36
3.4 Tentative Schedule of Events.....	37
<b>SECTION 4. PROPOSAL FORMAT REQUIREMENTS .....</b>	<b>38</b>
4.1 Introduction to Proposal Format Requirements .....	38
4.2 Organization of Proposal Contents .....	38
4.3 Transmittal Letter .....	38
4.4 Table of Contents .....	38
4.5 Executive Summary .....	39
4.6 Proposer Identifying Information .....	39
4.7 Proposer Personnel and Organization .....	39
<b>SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES .....</b>	<b>41</b>
<b>SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS .....</b>	<b>55</b>
6.1 Introduction .....	55
6.2 Cost Proposal .....	55
6.3 Evaluation Committee .....	55
6.4 Evaluation Process.....	54
<b>ADDENDA (INSERTION PAGE) .....</b>	<b>57</b>
EXHIBIT A .....	58
EXHIBIT B.....	59
EXHIBIT C.....	60
EXHIBIT D: COST PROPOSAL FORM.....	61
NON-DISCLOSURE AGREEMENT .....	62
RESPONDENT INFORMATION FORM .....	63
VENDOR REFERENCES FORM .....	64
SIGNATURE PAGE .....	65
CERTIFICATION REGARDING LOBBYING .....	66
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS .....	67
DISCLOSURE OF LOBBYING ACTIVITIES FORM .....	68
CONFLICT OF INTEREST QUESTIONNAIRE .....	69
GOOD FAITH EFFORT (GFE).....	72
NOTICE OF INTENT (NOI).....	73
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) .....	74
RESIDENCE CERTIFICATION/TAX FORM.....	78
HOUSE BILL 89 VERIFICATION .....	79
SENATE BILL 252 CERTIFICATION .....	80
RFP AFFIDAVIT .....	81

**PROPOSAL SUBMITTAL CHECKLIST**

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Authorized Representative (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

---

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Auditing Services.

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

### 1.1 VENDOR INSTRUCTIONS

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

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

### 1.2 GOVERNING LAW

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

### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

### 1.5 PROPOSAL PREPARATION COST

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

### 1.6 SIGNATURE OF PROPOSAL

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

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

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

### 1.7 ECONOMY OF PRESENTATION

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

### 1.8 PROPOSAL OBLIGATION

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

### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

### 1.10 GOVERNING FORMS

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

### 1.11 IMPLIED REQUIREMENTS

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

### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

### 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

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

## 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

### **FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:**

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

### **INSTRUCTIONS:**

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

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

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

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

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

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.**

### **FORM 1295 Implementation Background:**

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

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

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

### **FORM 1295 EXEMPTIONS:**

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																															
<p>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.</p>		<b>OFFICE USE ONLY</b>																															
<p><b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>  <b>**YOUR FIRM NAME HERE**</b></p>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																															
<p><b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>  <b>**JEFFERSON COUNTY, TEXAS*</b></p>																																	
<p><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.</b>  <b>**BID/CONTRACT/PO NUMBER GOES HERE**</b></p>																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"><b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b></td> <td style="width: 15%;"></td> <td style="width: 15%;"></td> </tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	<b>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</b>																									
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<p><b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/></p>		<p><b>**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</b></p>																															
<p><b>6 UNSWORN DECLARATION</b> Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																	
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																	

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



### **1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS**

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

### **1.16 EVALUATION**

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

### **1.17 WITHDRAWAL OF PROPOSAL**

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

### **1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

### **1.19 AWARD**

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

### **1.20 OWNERSHIP OF PROPOSAL**

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

### **1.21 DISQUALIFICATION OF PROPOSAL**

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

### **1.22 CONTRACTUAL DEVELOPMENT**

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

### **1.23 ASSIGNMENT**

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

### **1.24 CONTRACT OBLIGATION**

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

### **1.25 TERMINATION**

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

### **1.26 INSPECTIONS**

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

### **1.27 TESTING**

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

### **1.28 LOSS, DAMAGE, OR CLAIM**

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

### **1.29 TAXES**

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

### **1.30 NON-DISCRIMINATION**

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

### **1.31 CONFLICT OF INTEREST**

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

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

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

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

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

### **1.32 CONFIDENTIAL/PROPRIETARY INFORMATION**

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

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

### **1.33 WAIVER OF SUBROGATION**

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

### **1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

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

### **1.35 INSURANCE REQUIREMENTS**

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

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

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

**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 1.36 Below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(REVISED JUNE 2022)

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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 non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The 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.



### DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

#### 1. *Minimum wages.*

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

## 2. **Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**5. *Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. *Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. *Contract termination: debarment.***

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. *Compliance with Davis-Bacon and Related Act requirements.***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. *Breach.***

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**10. *Disputes concerning labor standards.***

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**11. *Certification of eligibility.***

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to

which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided,



however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to

practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification***

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor 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 any 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer 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).

**AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

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

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

<p><b>REQUIRED FORM</b>  <b>Proposer:</b>  <b>Please complete this form and include with proposal 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/proposal. 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**

**REQUIRED FORM**

**Proposer:**

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

## 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.



## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

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

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

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

**REQUIRED FORM**

**Proposer:**

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

## SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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The following requirements and instructions supersede General Requirements where applicable.

### 3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, May 24, 2023.**

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

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

#### **Courthouse Security:**

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

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

Respondents are strongly urged to plan accordingly.

### **COUNTY HOLIDAYS (2023):**

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

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

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

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

### **3.2 PRE-PROPOSAL CONFERENCE**

There will be a Pre-Proposal Conference on Monday, May 1, 2023, at 2:00 PM CT, at Jefferson County Commissioners' Courtroom located at 1149 Pearl Street, 4<sup>th</sup> Floor, Beaumont, TX 77701.

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

### **3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us) or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, May 12, 2023.

### 3.4 TENTATIVE SCHEDULE OF EVENTS

April 18, 2023	Issuance of Request for Proposal
May 1, 2023	Pre-Proposal Conference
May 24, 2023	Deadline Submission (late proposals will not be considered)
May 26, 2023	Proposals distributed to Evaluation Committee
June 2, 2023	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
June 9, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
June 20, 2023	Recommendation for Award

**Please note:**

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

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 60)
- G. Copy of RFP Specifications and any Addenda in their entirety.  
(Note: All forms should be completed, and any information requested should be inserted/included)

### 4.3 TRANSMITTAL LETTER

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

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

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

### 4.4 TABLE OF CONTENTS

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

#### **4.5 EXECUTIVE SUMMARY**

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

#### **4.6 PROPOSER IDENTIFYING INFORMATION**

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

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

#### **4.7 PROPOSER'S PERSONNEL AND ORGANIZATION**

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

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

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

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

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

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

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

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

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

## SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

- **General Information**

1. Jefferson County is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2023, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* "Uniform Guidance"; and the State of Texas *Uniform Grant Management Standards* ("UGMS"). These audits are to be performed in accordance with the provisions contained in the RFP.
2. There is no expressed or implied obligation for Jefferson County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
3. A pre-proposal conference for all interested firms will be held at 2:00 pm CDT on May 1, 2023 at 1149 Pearl Street, 4th Floor, Commissioners' Courtroom, Beaumont, Texas 77701 to answer questions about the engagement.
4. Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.
5. During the evaluation process, the Audit Committee and Jefferson County reserve the right, where it may serve Jefferson County's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions. At the discretion of Jefferson County or the Audit Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
6. Jefferson County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance of the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the firm selected.

- **Terms of Contract**

A one (1) year contract with up to two (2) one (1) year mutually agreed upon renewals is contemplated, subject to the annual review and recommendations of the Audit Committee, the satisfactory negotiation of terms (including a price acceptable to both Jefferson County and the selected firm), the concurrence of Commissioners' Court, and the annual availability of an appropriation.

- **Subcontracting**

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small audit firms or audit firms owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit engagement, no additional subcontracting will be allowed without the express prior written consent of Jefferson County.



## 5.2 **NATURE OF SERVICES REQUIRED**

- **Scope of Work (Label Exhibit A)**

1. Jefferson County desires the Contractor (Offeror whose proposal is selected for award) to express an opinion of the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
2. Jefferson County also desires the Contractor to provide an “in-relation-to” opinion on the combined and individual fund financial statements based on the auditing procedures applied during the audit of the general purpose financial statements. The Contractor is not required to audit the statistical section of the report.
3. The Contractor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
4. The Contractor is not required to audit the Schedule of Expenditures of Federal Awards. However, the Contractor is to provide an “in-relation-to” report on that schedule, based on the auditing procedures applied during the audit of the financial statements.
5. The Contractor is not required to audit the Passenger Facility Charge (PFC) compliance and schedule. However, the Contractor is to provide an “in-relation-to” report on that schedule, based on the auditing procedures applied during the audit of the financial statements.

- **Auditing Standards**

To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts, the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”); and the *State of Texas Uniform Grant Management Standards* (“UGMS”).

- **Reports**

1. Following completion of the audit of the fiscal year’s financial statement, the Contractor shall issue the following:
  - a. A report on the fair presentation of the general purpose financial statements in conformity with generally accepted accounting principles.
  - b. A report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - c. A report on compliance requirements applicable to each major program and internal controls over compliance in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”); and the *State of Texas Uniform Grant Management Standards* (“UGMS”).
  - d. An “in-relation-to” report on the schedule of expenditures of federal and state awards.
  - e. A report on compliance requirement applicable to the Passenger Facility Charge (PFC) Program and on Internal Control over Compliance.

- f. An “in-relation-to” report on the Schedule of Expenditures of Passenger Facility Charge (PFC) charges.
2. In the required report(s) on internal controls, the Contractor shall communicate any reportable conditions found during the audit to the Jefferson County Audit Committee, which shall convene at periodic intervals during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structures that could adversely affect the organization’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
3. Reportable conditions that are also material weaknesses shall be identified as such in the report.
4. Non-reportable conditions discovered by the Contractor shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.
5. The reports on compliance shall include **all** instances of noncompliance.
6. The Contractor shall be required to make an immediate, **written** report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Audit Committee.
7. The Contractor shall assure itself that the Audit Committee is informed of each of the following:
  - a. The Contractor’s responsibility under generally accepted auditing standards,
  - b. Significant accounting policies,
  - c. Management judgments and accounting estimates,
  - d. Significant audit adjustments,
  - e. Other information in documents containing audited financial statements,
  - f. Disagreements with management,
  - g. Management consultation with other accountants,
  - h. Major issues discussed with management prior to retention, and
  - i. Difficulties encountered in performing the audit.

- **Special Considerations**

1. Jefferson County will send its Annual Comprehensive Financial Report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Contractor will be required to provide special assistance to Jefferson County to meet the requirements of that program.
2. Jefferson County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities containing the general purpose financial statements and the auditor’s report thereon. The Contractor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a “consent and citation of expertise” as the auditor and any necessary “comfort letters.”

3. The schedule of expenditures of federal and state awards and related auditor's report, as well as the reports on the internal controls and compliance are to be issued separately from the comprehensive annual financial report.
4. The schedule of expenditures of Passenger Facility Charges, as well as the reports on the internal controls and compliance are to be issued separately from the comprehensive annual financial report.

- **Working Paper Retention and Access to Working Papers**

1. All working papers and reports must be retained, at the Contractor's expense, for a minimum of three (3) years, unless the firm is notified in writing by Jefferson County of the need to extend the retention period. The Contractor will be required to make working papers available upon request to the following parties or their designees:
  - a. Jefferson County,
  - b. United States Department of Homeland Security/Federal Emergency Management Agency,
  - c. U.S. General Accounting Office (GAO),
  - d. Parties designated by the federal or state government or Jefferson County as part of an audit quality review process,
  - e. Auditors of entities of which Jefferson County is a sub recipient of grant funds.
2. In addition, the Contractor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### **5.3 DESCRIPTION OF THE GOVERNMENT**

- **Contact**

The Contractor's principal contacts with Jefferson County will be Patrick Swain, County Auditor (409-835-8500), Fran Lee, 1<sup>st</sup> Assistant County Auditor (409-835-8500) or a designated representative, who will coordinate the assistance to be provided by Jefferson County to the Contractor.

An organizational chart is provided at Attachment 1.

- **Background Information**

1. Jefferson County serves an area of 904 square miles, with a population of 253,704. Jefferson County's fiscal year begins on October 1 and ends on September 30.
2. Jefferson County provides services to the citizens, including, but not limited to, the maintenance and construction of roads and bridges, judicial and law enforcement services, and health and welfare services.
3. Jefferson County has a total payroll of approximately \$74,128,37.00, covering 1,102 employees.
4. Jefferson County is organized into approximately 100 departments and agencies. The accounting and financial reporting functions are centralized.

5. Ford Park-Operations are managed by Spectra. A separate accounting system is used for Ford Park-Operations. Spreadsheets are used for consolidation and financial reporting for the Enterprise Fund – Ford Park,
6. More detailed information can be found in the Annual Financial Statements and Annual Budget, which are available for interested parties at the County Auditor’s Office, 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500, or at the Jefferson County website ([www.co.jefferson.tx.us](http://www.co.jefferson.tx.us), select the link for the Auditor’s Office).
7. The Jefferson County, Texas Single Audit Report for Fiscal Year 2022 is provided in Attachment 2.
8. The Jefferson County, Texas Schedule of Expenditures of Passenger Facility Charges for Fiscal Year 2022 is provided in Attachment 3.
9. A copy of our latest management letter is provided in Attachment 4.

● **Fund Structure**

Jefferson County uses the following fund types and accounting groups in its financial reporting:

<b>Fund Type/Account Group</b>	<b>Number of Individual Funds</b>
General Fund	1
Special Revenue Funds	60
Debt Service Funds	2
Capital Projects Funds	5
Enterprise Funds	2
Internal Service Funds	3
Expendable Trust Funds	-
Nonexpendable Trust Funds	-
Pension Trust Funds	-
Investment Trust Fund	1
Custodial Funds	10

● **Budgetary Basis of Accounting**

Jefferson County prepares its budgets on a basis consistent with generally accepted accounting principles.

● **Federal and State Financial Assistance**

During the prior fiscal year, Jefferson County’s total expenditures of federal awards was \$12,963,571. The County’s total expenditures of state awards was \$3,087,160.

● **Pension Plans**

Jefferson County participates in the following pensions plans:

1. Texas County and District Retirement System
2. Employee IRC Section 457 Plan/Deferred Compensation Fund

- **Component Units**

1. As required by generally accepted accounting principles, the financial statements of the reporting entity includes those of Jefferson County (the primary government).
2. The following are excluded from the reporting entity:
  - a. Jefferson County Navigation District, Drainage District #3, Drainage District #6, and Drainage District #7. These potential component units have separate governing boards and provide services to the residents of Jefferson County. They have been excluded from the reporting entity because Jefferson County does not have the ability to exercise influence over their daily operations, approve budgets, or provide funding. In addition, the Drainage Districts were created under the provisions of Chapter 7 of Title 128, Article 16, Section 59a, of the State Constitution, Vernon's Annotated Statutes, thus establishing them as political subdivisions of the state.
  - b. The Foreign Trade Zone, which was established by the voters of Jefferson County. The board is jointly appointed by the boards of the three area ports and Commissioners' Court. The County does not have the ability to influence the daily operations, select management, or hold title to any or the Foreign Trade Zone's assets. Funding is provided equally by the three area ports and the County.
  - c. Jefferson County Health Facilities Development Corporation, Jefferson County Housing Finance Corporation, and Jefferson County Industrial Development Corporation. These nonprofit independent corporations have a board appointed by the County Commissioners. The County does not have the ability to significantly influence the operation of, provide funding to, or have any obligation to pay off the bonds issued by these corporations.
  - d. Pleasure Island Park Board
  - e. Local Emergency Planning Committee (LEPC)

- **Magnitude of Financial Operations**

The County Auditor's Department is headed by Patrick Swain, County Auditor, and consists of fifteen (15) employees. Ford Park-Operations has a financial staff of three (3) employees.

- **Computer Systems**

1. Hardware: IBM AS400
2. Software:
  - a. County
    - Make – Superion, Central Square
    - Major Applications – Government Management & Budgetary Accounting: General Ledger, Accounts Payable, Budgeting, Project/Grant Accounting, Investment Tracking, Payroll, Cash Receipts
  - b. Ford Park-Operations
    - Make: Sage 100
    - Major Applications – General Ledger, Accounts Payable, Cash Receipts

- **Internal Audit Function**

Jefferson County maintains an internal audit function, which reports to Patrick Swain, County Auditor.

- **Availability of Prior Audit Reports and Working Papers**

Interested Offerors who wish to review prior years' audit reports and management letters should contact Patrick Swain, County Auditor or Fran Lee, 1<sup>st</sup> Assistant County Auditor, at 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500 or at the Jefferson County website ([www.co.jefferson.tx.us](http://www.co.jefferson.tx.us), select the link for the Auditor's Office). Jefferson County will use its best efforts to make prior audit reports and supporting working papers available to Offerors to aid their response to this RFP.

## 5.4 **IMPORTANT DATES**

- **RFP and Proposal Dates**

Request for proposal issued	April 18, 2023
Pre-proposal conference	May 1, 2023, 2:00 pm
Due date/time for proposals	May 24, 2023 11:00 am

- **Estimated Notification and Contract Dates**

Selected firm notified	June 20, 2023
Contract date	June 27, 2023

- **Date Audit May Commence**

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2024. Interim work may be performed during August and September of each audit year.

- **Schedule for the 2023 Fiscal Year Audit\***

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2024. Interim work may be performed during August and September of each audit year.

Each of the following should be completed by the Contractor no later than the dates indicated:

1. The auditor shall complete all field work by February 28, 2024.
2. The auditor shall have drafts of the audit report(s) and recommendations to management (including the final review of the financial statements) available for review by the Audit Committee and the County Auditor by March 10, 2024.

\* A similar time schedule will be developed for audits of future fiscal years if Jefferson County exercises its option for additional audits.

## 5.5 REPORTS

- **Entrance Conferences, Progress Reporting, and Exit Conferences** At a minimum, the following conferences should be held by the dates indicated:

Conference	Purpose	Week of
Entrance conference with Patrick Swain, County Auditor	To establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor related to the beginning of field work	August 7, 2024
Exit conference with Patrick Swain, County Auditor, and Audit Committee	To summarize the results of field work and to review significant findings	March 13, 2024
Progress Report	As needed	As requested

- **Final Report**

1. The County Auditor shall prepare draft financial statements, notes, and all required supplementary schedules by February 20, 2024. The auditor shall provide all recommendations, revisions, and suggestions for improvement to the County Auditor by March 13, 2024.
2. The County Auditor and the Audit Committee will complete their review of the draft report as expeditiously as possible. It is not expected that their process shall exceed one week. During that period, the Contractor shall be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to Jefferson County Commissioners' Court.
3. The final audit report shall be delivered to Jefferson County Commissioners' Court, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701 by March 26, 2024.

## 5.6 ASSISTANCE TO BE PROVIDED AND REPORT PRESENTATION (Label Exhibit C)

- **County Auditor's Office and Clerical Assistance**

The County Auditor's staff and responsible management personnel will be available during the audit to assist the Contractor by providing information, documentation, and explanations. The preparation of confirmations will be the responsibility of the Contractor.

- **Statements and Schedules to be Prepared by Jefferson County**

The staff of Jefferson County will assist with the preparation of various schedules. A list shall be developed and presented to the County Auditor prior to the beginning of field work.

- **Work Area, Telephones, Photocopying, and Fax Machines**

Jefferson County will provide the Contractor with reasonable work space, desks, and chairs. The Contractor will also be provided with access to a telephone line, photocopying facilities, fax machines, and inquiry-only on the AS400.

- **Report Preparation**

Annual Comprehensive Financial Report – Report preparation, editing, and printing shall be the responsibility of Jefferson County.

Single Audit – Report preparation, editing, and printing shall be the responsibility of the Contractor.

Passenger Facility Charge Program – Report preparation, editing, and printing shall be the responsibility of the Contractor.

## 5.7 TECHNICAL APPROACH

### • General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of Offerors seeking to undertake an independent audit of Jefferson County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Offeror and of the particular staff to be assigned to this contract. It shall also specify an audit approach that meets the RFP requirements.

**There shall be no dollar units or total costs included in the technical proposal document.**

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information, which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 1 through 8, must be included. They represent the criteria against which the proposal will be evaluated.

#### 1. Independence -

The Offeror shall provide an affirmative statement that it is independent of Jefferson County as defined by generally accepted auditing standards and *Government Auditing Standards*.

The Offeror shall also provide an affirmative statement that it is independent of all component units of Jefferson County as defined by those same standards/

The Offeror shall also list and describe the firm's (or proposed subcontractors') professional relationships involving Jefferson County for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

#### 2. License to Practice in Texas -

An affirmative statement shall be included that the Offeror and all assigned key professional staff are properly licensed to practice in Texas.

#### 3. Firm Qualifications and Experience -

The Offeror shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on the contract is to be performed, the number and nature of the professional staff to be employed on this contract on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

If the Offeror is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified. The firm that is to serve as the principal auditor shall be noted, if applicable.

The Offeror is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific **government** engagements.

The Offeror shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Offeror shall provide



information on the circumstances and status of any disciplinary action taken or pending against the Offeror during the past three (3) years with state regulatory bodies or professional organizations.

4. Partner, Supervisory, and Staff Qualifications and Experience -

Identify the principal supervisory and management staff, including contract partners, managers, other supervisors, and specialists who would be assigned to the contract. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this contract. Indicate how the quality of staff over the term of the contract will be assured.

Contract partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Jefferson County. However, in either case, Jefferson County retains the right to approve or reject replacements.

Consultants and specialists mentioned in response to this RFP can only be changed with the express prior written permission of Jefferson County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Offeror, provided the replacements have substantially the same or better qualifications or experience.

5. Prior Contracts with Jefferson County -

List separately all contracts within the last five (5) years, ranked on the basis of total staff hours, for Jefferson County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, contract partners, total hours, the location of the firm's office from which the contract was performed, and the name and telephone number of the principal client contact.

6. Similar Contracts with Other Government Entities -

For the Offeror's office that will be assigned responsibility for the audit, list the most significant contracts (maximum – five (5)) performed in the last five (5) years that are similar to the contract described in this RFP. These contracts shall be ranked on the basis of total staff hours. Indicate the scope of work, date, contract partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach -

Offerors will be required to provide the following information on their audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the contract.

**No dollar amounts shall be included in the technical proposal.**

- b. Sample size and the extent to which statistical sampling is to be used in the contract.
- c. Extent of use of EDP software in the contract.
- d. Type and extent of analytical procedures to be used in the contract.

- e. Approach to be taken to gain and document an understanding of Jefferson County's internal control structure.
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.

#### 8. Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the Offeror's approach to resolving these problems, and any special assistance that will be requested from Jefferson County.

**No dollar amounts shall be included in the technical proposal.**

### 5.8 SEALED DOLLAR COST BID (Label Exhibit D)

- Total, All-Inclusive, Maximum Price
  1. The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement as described in this RFP. The total, all-inclusive, maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.
  2. Jefferson County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the seal dollar cost bid. Such costs shall not be included in the proposal.
  3. The first page of the sealed dollar cost bid shall include the following information:
    - Name of firm.
    - Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with Jefferson County.
    - A total, all-inclusive, maximum price for the 2023 engagement.
- Rates by Partner, Specialist, Supervisory, and Staff Level Times Hours Anticipated for Each
 

The second page of the sealed dollar cost bid shall include a schedule of professional fees and expenses, presented in the format provided in Exhibit D, which supports the total, all-inclusive, maximum price.
- Out-of-Pocket Expenses Included in the Total, All-Inclusive, Maximum Price and Reimbursement Rates
  1. Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by Jefferson County for its employees. All estimated out-of-pocket expenses to be reimbursed shall be presented on the second page of the sealed dollar cost bid in the format provided in Exhibit D. All expense reimbursements will be charged against the total, all-inclusive, maximum price submitted by the Offeror.

2. In addition, a statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging, and subsistence at the prevailing Jefferson County rates for its employees.

- Rates for Additional Professional Services

If it shall become necessary for Jefferson County to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between Jefferson County and the Contractor. Any such additional work agreed to between Jefferson County and the Contractor shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

- Manner of Payment

Progress payments shall be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the Contractor's dollar cost bid proposal. Interim billing shall cover a period of not less than one (1) calendar month.

## 5.9 REQUIREMENTS

- General Requirements

1. Pre-proposal Conference and On-site Inspections - A conference for firms interested in submitting proposals will be held at 2:00 pm, May 1, 2023, in the Commissioners' Courtroom, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701. Both verbal and written questions will be accepted during this conference.
2. Inquiries - Inquiries concerning the RFP must be made to Mistey Reeves, Assistant Purchasing Agent, Jefferson County Purchasing Department, [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us).
3. Submission of Proposals - The following material must be received by May 24, 2023 (bid due date) in order for an Offeror to be considered:
  - a. An original of the Technical Proposal and five (5) copies, including the following:
    - Title page: showing the RFP Number and Title, the Offeror's name (including name, address and telephone number of point of contact), and the date of the proposal.
    - Table of Contents.
    - A signed transmittal letter briefing stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period given, a statement of why the firm believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for thirty (30) days.
    - A detailed proposal following the order set for in Section 5.7, Technical Approach, of this RFP.
    - Executed copies of the **Proposer Warranties**, attached to this report as Exhibit B.

4. The Offeror shall submit an original and five (5) copies of a dollar cost bid in a separate, sealed envelope marked as follows:

**Sealed Dollar Cost Request for Proposal  
(RFP 23-019/MR), Auditing Services for Jefferson County  
May 27, 2020**

## **5.10 EVALUATION PROCEDURES**

- **Audit Committee**

Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.

- **Review of Proposals**

1. The Audit Committee will use a point formula during the review process to score proposals. The full Audit Committee will score each technical proposal by each of the criteria described in Sections 2 through 3 below. Offerors with an unacceptably low score will be eliminated from further consideration.
2. After the technical score for each Offeror has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the Offeror offering the lowest total, all-inclusive, maximum price. Appropriate fractional scores will be assigned to other Offerors.
3. Jefferson County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

- **Evaluation Criteria**

Proposals will be evaluated using three sets of criteria listed below. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price.

1. Mandatory Elements (Maximum Points: 10)
  - a. The Offeror is independent and licensed to practice in Texas.
  - b. The Offeror has no conflict of interest with regard to any other work performed by the Offeror for Jefferson County.
  - c. The Offeror adhered to the instructions in this RFP on preparing and submitting the proposal.
  - d. The Offeror submitted a copy of its last external quality control review report, which shows that the firm has a record of quality audit work.
2. Technical Qualifications (Maximum Points: 70)
  - a. Expertise and Experience
    - The Offeror's past experience and performance on comparable government contracts.

- The quality of the Offeror's professional personnel to be assigned to the contract and the quality of the Offeror's management support personnel to be available for technical consultation.

b. Audit Approach

- Adequacy of proposed staffing plan for various segments of the engagement.
- Adequacy of sampling techniques.
- Adequacy of analytical procedures.

3. Price (Maximum Points: 20)

**Cost will not be the primary factor in the selection of an audit firm.**

- **Oral Presentation**

During the evaluation process, the Audit Committee may, at its discretion, request any one or all Offerors to make oral presentations. Such presentations will provide Offerors with an opportunity to answer any questions the Audit Committee may have on a Offeror's proposal. Not all Offerors may be asked to make such oral presentations.

- **Final Selection**

1. Jefferson County Commissioners' Court will select a Contractor based upon the recommendation of the Audit Committee.
2. It is anticipated that a Contractor will be selected by June 20, 2023. Following notification of the firm selected, it is expected that a contract will be executed between both parties by June 27, 2023.

- **Right to Reject Proposals**

1. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the Contractor selected.
2. Jefferson County Commissioners' Court reserves the right without prejudice to reject any or all proposals.

## 5.11 LAWS AND REGULATIONS

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

## SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS

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### 6.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

### 6.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 60 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 60 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

### 6.3 EVALUATION COMMITTEE

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

### 6.4. EVALUATION PROCESS

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

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

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

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

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

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

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

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



## EXHIBIT A

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### **SCOPE OF SERVICES**

(Provide Scope of Services)

## EXHIBIT B

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### PROPOSER WARRANTIES

1. Proposer warrants that it is willing and able to comply with State of Texas laws.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees, or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of Jefferson County.
4. Proposer warrants that all information provided by it in connection with this proposal is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

## EXHIBIT C

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### **FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY**

(Specify all equipment and facilities to be provided or made available by County,  
and other County obligations.)

**EXHIBIT D****FORMAT FOR SCHEDULE FOR PROFESSIONAL FEES AND EXPENSES****TO SUPPORT THE TOTAL, ALL-INCLUSIVE, MAXIMUM PRICE****Schedule of Professional Fees and Expenses  
for the Audit of the FY 2023 Financial Statements**

	<b>Hours</b>	<b>Standard Hourly Rate</b>	<b>Quoted Hourly Rate</b>	<b>Total</b>
Partners	\$	\$	\$	\$
Managers	\$	\$	\$	\$
Supervisory Staff	\$	\$	\$	\$
Staff	\$	\$	\$	\$
Other (specify)	\$	\$	\$	\$
Subtotal				\$
Total for services described in Section 6 of the RFP (detail on subsequent pages)				\$
Out-of-pocket expenses				\$
Meals and lodging				\$
Transportation				\$
Other (specify)				\$
<b>Total, all-inclusive, maximum price for FY 2023 Audit</b>				<b>\$</b>

**NON-DISCLOSURE AGREEMENT**

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

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

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

[Printed Name of Consultant]

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

## RESPONDENT INFORMATION FORM

---

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

**RFP Number & Name:** (RFP 23-009/MR) Auditing Services for Jefferson County

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip Code

**REQUIRED FORM**

**Proposer:**

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

**VENDOR REFERENCES FORM**

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

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

**REFERENCE ONE**

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

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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

**SIGNATURE PAGE**

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

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

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

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

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

\_\_\_\_\_  
RFP Respondent (Entity Name)

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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



**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

<p><b>REQUIRED FORM</b></p> <p><b><u>Proposer:</u></b></p> <p><b>Please complete this form and include with proposal submission.</b></p>
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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Approved by OMB  
0348-0046

### Disclosure of Lobbying Activities

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

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

#### REQUIRED FORM

#### Proposer:

Please complete this form and include with proposal submission.

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CONFLICT OF INTEREST QUESTIONNAIRE**

---

**REQUIRED FORM****Proposer:**

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

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

---

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE)

### Determination Checklist

*This information must be submitted with your proposal.*

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

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

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Proposer:**

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

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

*This information must be submitted with your proposal.*

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

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

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



### Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 1 of 4

*This information must be submitted with your proposal.*

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

Yes  No

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

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

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

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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



**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

**Page 3 of 4**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 4 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

**RESPONDENT'S AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
NAME OF BUSINESS

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

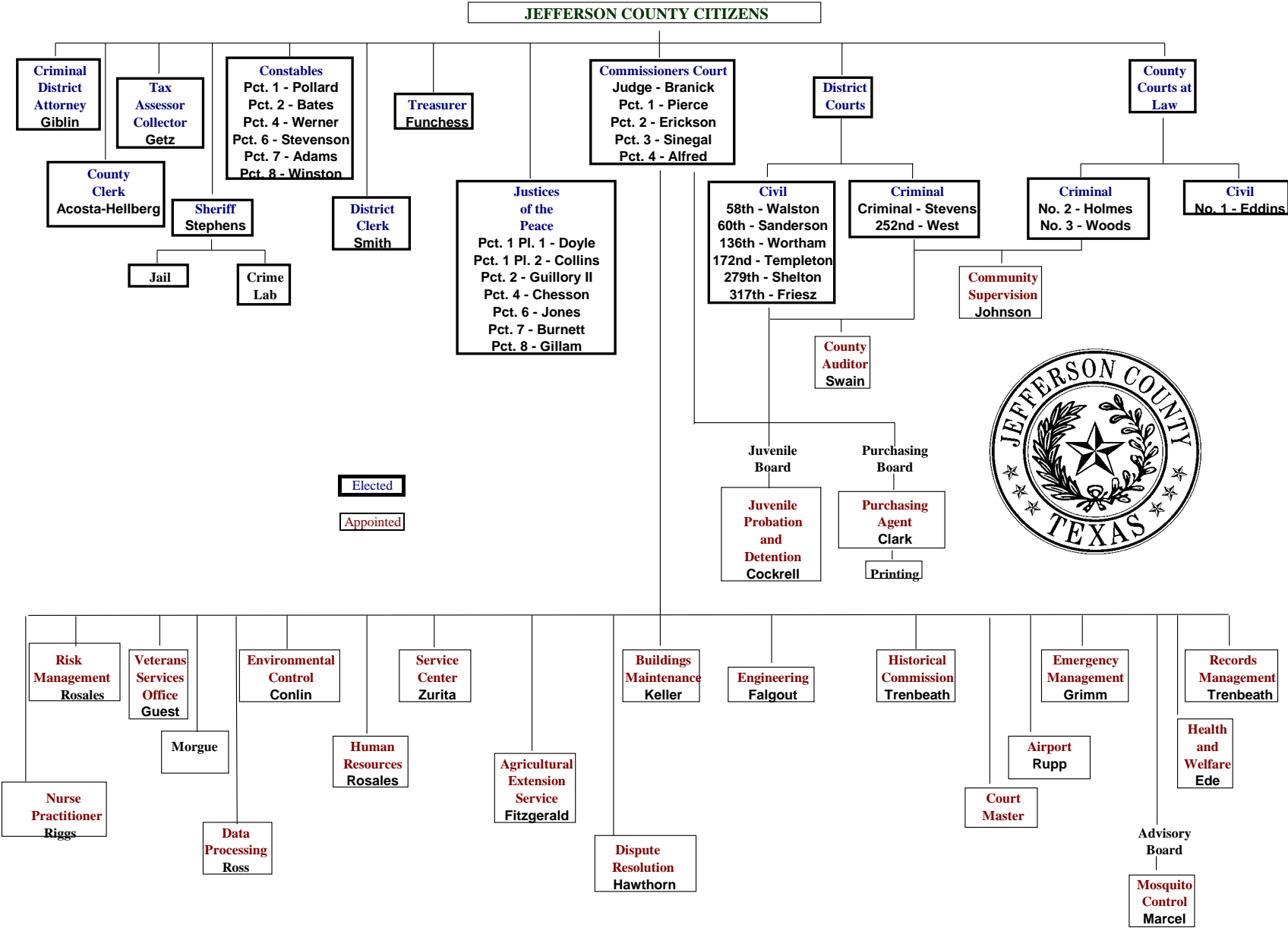
My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

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



ORGANIZATION CHART OF JEFFERSON COUNTY  
As of March 31, 2023



JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

For Fiscal Year  
September 30, 2022



JEFFERSON COUNTY, TEXAS

SINGLE AUDIT REPORT

TABLE OF CONTENTS

SEPTEMBER 30, 2022

Page  
Number

Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i> .....	1 - 2
Independent Auditor’s Report on Compliance for Each Major Program and Report on Internal Control Over Compliance in Accordance with the Uniform Guidance.....	3 - 5
Schedule of Expenditures of Federal and State Awards.....	6 - 8
Notes to Schedule of Expenditures of Federal and State Awards .....	9
Schedule of Findings and Questioned Costs.....	10
Summary Schedule to Prior Audit Findings.....	11

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable County Judge  
And **Commissioners' Court** of Jefferson County  
Beaumont, Texas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (**the "County"**), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 23, 2023.

*Report on Internal Control over Financial Reporting*

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the **entity's financial statements will not be prevented, or detected and corrected**, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

*Report on Compliance and Other Matters*

As part of obtaining reasonable assurance about whether the **County's** financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

*Purpose of this Report*

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an **opinion on the effectiveness of the entity's** internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering **the entity's internal control and compliance**. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas

March 23, 2023

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AND STATE PROGRAM  
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM  
GUIDANCE AND THE STATE OF TEXAS GRANT MANAGEMENT STANDARDS

Honorable County Judge  
And Commissioners' Court of Jefferson County  
Beaumont, Texas

Report on Compliance for Each Major Federal and State Program

***Opinion on Each Major Federal and State Program***

We have audited Jefferson County, Texas' (the "County") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the *Texas Grant Management Standards* ("TxGMS") that could have a direct and material effect on each of the County's major federal and state programs for the year ended September 30, 2022. The County's major federal and state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended September 30, 2022.

***Basis for Opinion on Each Major Federal and State Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United State; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and *TxGMS*. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal and state program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the County's federal and state programs.



### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and *TxGMS* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal and state program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and *TxGMS*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and *TxGMS*, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal or state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal or state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal or state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance, and *TxGMS*. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal and State Awards Required by the Uniform Guidance and the State of Texas Uniform Grant Management Standards

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon, dated March 23, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by the Uniform Guidance and *TxGMS* and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal and state awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas  
March 23, 2023

## JEFFERSON COUNTY, TEXAS

## SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
<b><u>FEDERAL PROGRAMS</u></b>				
<b><u>U.S. Department of Agriculture</u></b>				
Passed through the Texas Department of Agriculture:				
Summer Food Service Program	10.559	NT4XL1YGLGC5	\$ 9,591	\$ -
Total Passed through the Texas Department of Agriculture			9,591	-
Total U.S. Department of Agriculture			9,591	-
<b><u>U.S. Department of Housing and Urban Development</u></b>				
Passed through the Texas Department of Agriculture:				
Cheek Step Sewer Improvement #6	14.228	TDCP - 7218240	92,528	-
Total Passed through the Texas Department of Agriculture			92,528	-
Passed through the Texas General Land Office:				
Community Development Block Grant/States Program - Harvey Infrastructure	14.228	20-065-121-C408	197,299	-
Total Passed through the Texas General Land Office			197,299	-
Total U.S. Department of Housing and Urban Development			289,827	-
<b><u>U.S. Department of the Interior</u></b>				
Passed through the Texas Historical Commission				
Emergency Supplemental Historic Preservation Fund	15.957	TX-02-10026	156,670	-
Total Passed through the Texas Historical Commission			156,670	-
Total U.S. Department of the Interior			156,670	-
<b><u>U.S. Department of Justice</u></b>				
Passed through the Office of the Governor, Criminal Justice Division:				
Crime Victim Assistance - Crime Victim's Clearinghouse	16.575	21032-10	92,488	-
Violence Against Women Formula Grants	16.588	13466-24	63,931	-
Total Passed through the Office of the Governor, Criminal Justice Division			156,419	-
Passed through the City of Beaumont:				
Edward Byrne Memorial Formula Grant Program	16.738	15-PBJA-21-GC-01864-JAGX	18,927	-
Total Passed through the City of Beaumont			18,927	-
Direct Programs:				
State Criminal Alien Assistance Program (SCAAP)	16.606	15PBJA-20-RR-00165-SCAA	36,783	-
Coverdell Forensic Science Improvement	16.742	41317-1	3,781	-
Coverdell Forensic Science Improvement	16.742	41317-2	137,936	-
Equitable Sharing Funds	16.922	N/A	8,285	-
Total Direct Programs			186,785	-
Total U.S. Department of Justice			362,131	-
<b><u>U.S. Department of Transportation</u></b>				
Passed through Federal Aviation Administration:				
COVID-19 Airport Improvement Program	20.106	3-48-0018-037-2020	2,463,721	-
Taxiway Alpha Rehabilitation & Realignment	20.106	3-48-0018-035-2020	29,532	-
Airport Master Plan Update	20.106	3-48-0018-036-2020	326,455	-
Total Passed through Federal Aviation Administration			2,819,708	-
Passed through the Texas Department of Transportation:				
Step Impaired Driver Mobilization	20.600	2022-Jeffersoncoso-S-1YG-00091	21,455	-
Total Passed Through the Texas Department of Transportation			21,455	-
Total U.S. Department of Transportation			2,841,163	-

## JEFFERSON COUNTY, TEXAS

SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
<u>U.S. Department Of Treasury</u>				
Direct Programs:				
COVID-19 Emergency Rental Assistance	21.023	ERA-2101123407	\$ 4,011,263	\$ 4,011,263
COVID-19 Emergency Rental Assistance	21.023	ERA2-8828	2,405,826	2,405,826
COVID-19 American Recovery Funds	21.027	SLT-0883	538,965	-
Total Direct Programs			<u>6,956,054</u>	<u>6,417,089</u>
Total U.S. Department Of Treasury			<u>6,956,054</u>	<u>6,417,089</u>
<u>U.S. Department of Health &amp; Human Services</u>				
Passed Through Food and Drug Administration:				
NEHA Grant	93.103	G-OART-202111-01764	588	-
NEHA Grant	93.103	G-OAME-202111-01879	4,165	-
NEARS Explorer Program	93.421	NU38OT000300-04-07	2,500	-
Total Passed Through Food and Drug Administration			<u>7,253</u>	<u>-</u>
Passed Through Texas Department of Family & Protective Services:				
COVID-19 Health Disparities Grant	93.391	NH7501000045	70,946	-
Child Welfare Services	93.658	HHS000285000032	13,851	-
Legal Services	93.658	HHS000285100022	117,374	-
Total Passed Through Texas Department of Family & Protective Services			<u>202,171</u>	<u>-</u>
Total U.S. Department of Health & Human Services			<u>209,424</u>	<u>-</u>
<u>Office of the National Drug Control Policy</u>				
Direct Program:				
High Intensity Drug Trafficking Area Program	95.001	G20HN0029A	44,230	-
Total Direct Program			<u>44,230</u>	<u>-</u>
Total Office of the National Drug Control Policy			<u>44,230</u>	<u>-</u>
<u>U.S. Department of Homeland Security</u>				
Direct Programs:				
2020 Port Security Grant	97.056	EMW-2020-PU-00103	590,785	-
2021 Port Security Grant	97.056	EMW-2021-PU-00238	49,319	-
Total Direct Programs			<u>640,104</u>	<u>-</u>
Passed Through Texas Office of the Governor:				
Homeland Security Grant Program - LETPA Sustaining	97.067	42288-01	43,547	-
Total Passed Through Texas Office of the Governor			<u>43,547</u>	<u>-</u>
Passed Through Texas Division of Emergency Management:				
Disaster Grants - Public Assistance - Hurricane Harvey	97.036	FEMA-4332-DR-Hurricane Harvey	539,889	-
Disaster Grants - Public Assistance - Hurricane Laura	97.036	FEMA-3540 Hurricane Laura	814,081	-
COVID-19 Disaster Grants - Public Assistance	97.036	FEMA-4485-Texas Covid-19 Pandemic	56,860	-
Total Passed Through Texas Division of Emergency Management			<u>1,410,830</u>	<u>-</u>
Total U.S. Department of Homeland Security			<u>2,094,481</u>	<u>-</u>
Total Expenditures of Federal Awards			<u>\$ 12,963,571</u>	<u>\$ 6,417,089</u>

## JEFFERSON COUNTY, TEXAS

## SCHEDULE OF EXPENDITURES OF FEDERAL AND STATE AWARDS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Grantor/Pass-through Grantor/ Program Title	Assistance Listing Number	Grantor's ID Number	Expenditures	Pass Through Expenditures
<u>STATE PROGRAMS</u>				
<u>Texas Department of Motor Vehicles</u>				
Motor Vehicle Salvage/Theft Reduction Program		608-22-1230100	\$ 62,541	\$ -
Motor Vehicle Salvage/Theft Reduction Program		608-23-1230100	6,686	-
Total Texas Department of Motor Vehicles			<u>69,227</u>	<u>-</u>
<u>Texas Department of Transportation</u>				
Routine Airport Maintenance Grant		M2022BMPT	50,000	-
County Transportation Infrastructure Fund (CTIF)		2020CallProgram	67,394	-
Total Texas Department of Transportation			<u>117,394</u>	<u>-</u>
<u>Texas Department of Criminal Justice</u>				
Family Treatment Drug Court		18690-17	1,168	-
Family Treatment Drug Court		18690-16	33,641	-
Total Texas Department of Criminal Justice			<u>34,809</u>	<u>-</u>
<u>Texas Indigent Defense Commission</u>				
Indigent Defense - Formula Grant		n/a	137,306	-
Total Texas Indigent Defense Commission			<u>137,306</u>	<u>-</u>
<u>Office of the Attorney General</u>				
VINE Grant (SAVNS)		2111318	30,144	-
Total Office of the Attorney General			<u>30,144</u>	<u>-</u>
<u>Texas Secretary of State</u>				
Auditable Voting Equipment		RAVM-123	2,639,989	-
Total Texas Secretary of State			<u>2,639,989</u>	<u>-</u>
<u>Texas Division of Emergency Management</u>				
Hurricane Harvey Assistance		PA-06-TX-4332	58,291	-
Total Texas Division of Emergency Management			<u>58,291</u>	<u>-</u>
Total Expenditures of State Awards			<u>\$ 3,087,160</u>	<u>\$ -</u>

## JEFFERSON COUNTY, TEXAS

NOTES TO SCHEDULE OF EXPENDITURES  
OF FEDERAL AND STATE AWARDS

SEPTEMBER 30, 2022

1. Special Revenue Funds are used to account for resources restricted to, or designated for, specific purposes by a grantor. Capital Projects Funds are used to account for all resources used for the acquisition or construction of capital facilities. Federal and state financial assistance generally is accounted for in a Special Revenue Fund, Capital Projects Funds, Enterprise Funds or the General Fund. Accounting standards allow grants used for the construction or acquisition of capital assets to be accounted for in the Capital Projects Funds. Generally, unused balances are returned to the grantor at the close of specified project periods.
2. The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. The governmental fund types and private purpose trust fund types are accounted for using a current financial resources measurement focus. Most federal and state grant funds were accounted for in the Special Revenue Funds, Capital Projects Funds, or the General Fund, components of the governmental fund type. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for the governmental funds. This basis of accounting recognizes revenue in the accounting period in which they become susceptible to accrual, i.e., both measurable and available, and expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest on general long-term debt, which is recognized when due, and certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. The County also accounts for grants in its enterprise funds. The accrual basis of accounting is used for enterprise funds.

Federal and state grant funds are considered to be earned to the extent of expenditures made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as unearned revenues until earned.

3. The period of availability for federal or state grant funds for the purpose of liquidation of outstanding obligations made on or before the ending date of the federal or state project period, extended 30 days beyond the federal or state project period ending date, in accordance with provisions in Section H.
4. The County did not elect to apply the 10% de minimis indirect cost rate.

JEFFERSON COUNTY, TEXAS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Summary of Auditor's Results

Financial Statements:

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Noncompliance material to financial statements noted?	None

Federal and State Awards:

Internal control over major programs:	
Material weakness(es) identified?	None
Significant deficiency(ies) identified?	None reported
Type of auditors' report issued on compliance for major programs	Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of Uniform Guidance or the State of Texas Grant Management Standards None

Identification of major programs:

<u>Assistance Listing Number(s)</u>	<u>Name of Federal/State Program or Cluster:</u>
20.106	Airport Improvement Program
21.023	Emergency Rental Assistance Program
State	Reimbursement for Auditable Voting Machines (RAVM)

Dollar threshold used to distinguish between type A and type B federal and state programs \$750,000

Auditee qualified as low-risk auditee for federal single audit? Yes

Auditee qualified as low-risk auditee for state single audit? No

Findings Relating to the Financial Statements Which Are Required to be Reported in Accordance With Generally Accepted Government Auditing Standards

None

Findings and Questioned Costs for Federal or State Awards

None



SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED SEPTEMBER 30, 2022

None



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## **Attachment 3**

JEFFERSON COUNTY, TEXAS

Independent Auditor's Report on Compliance With  
Requirements Applicable to the Passenger Facility Charge  
Program and on Internal Control Over Compliance

Schedule of Expenditures  
of Passenger Facility Charges

September 30, 2022



## JEFFERSON COUNTY, TEXAS

## TABLE OF CONTENTS

SEPTEMBER 30, 2022

	<u>Page Number</u>
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i> .....	1 – 2
Independent Auditor's Report on Compliance with Requirements Applicable to the Passenger Facility Charge Program and on Internal Control over Compliance.....	3 – 5
Passenger Facility Charges Audit Summary.....	6
Schedule of Findings and Questioned Costs.....	7
Revenue and Disbursement Schedule of Passenger Facility Charges.....	8
Notes to Schedule of Expenditures of Passenger Facility Charges.....	9

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable County Judge  
and Commissioners Court  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated April 10, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' **internal control over financial reporting (internal control)** as a basis for determining the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. **Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.**

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the **entity's financial statements will not be prevented**, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether **Jefferson County, Texas'** financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and **not to provide an opinion on the effectiveness of the entity's** internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering **Jefferson County, Texas'** internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas  
April 10, 2023

I NDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH  
REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY  
CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE

Honorable County Judge  
And **Commissioners' Court**  
Jefferson County, Texas

Report on Compliance for the Passenger Facility Charge Program

*Opinion*

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2022. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on **Jefferson County, Texas'** compliance based on our audit.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2022.

*Basis for Opinion*

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the PFC Audit Guide. Our responsibilities under those **standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.**

We are required to be independent of Jefferson County, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the passenger facility **charge program. Our audit does not provide a legal determination of Jefferson County, Texas' compliance with the** compliance requirements referred to above.

*Responsibilities of Management for Compliance*

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements **applicable to Jefferson County, Texas'** passenger facility charge program.



### **Auditor's Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on **Jefferson County, Texas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance** and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the PFC Audit Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the **report on compliance about Jefferson County, Texas' compliance with the requirements of the passenger facility charge program as a whole.**

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the PFC Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding **Jefferson County, Texas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.**
- Obtain an understanding of **Jefferson County, Texas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the PFC Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance.** Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of **internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance.** Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the PFC Audit Guide. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise **Jefferson County, Texas' basic financial statements**. We issued our report thereon, dated April 10, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of passenger facility charges is presented for purposes of additional analysis as required by the PFC Audit Guide and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of passenger facility charges is fairly stated in all material respects in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of the Commissioners Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
April 10, 2023

JEFFERSON COUNTY, TEXAS  
PASSENGER FACILITY CHARGES AUDIT SUMMARY  
YEAR ENDED SEPTEMBER 30, 2022

1.	Type of report issued on PFC financial statements	✓	Unqualified	Qualified
2.	Type of report on PFC compliance	✓	Unqualified	Qualified
3.	Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	✓	Yes	No
4.	PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	✓	Yes	No
5.	The Public Agency maintains a separate financial accounting record for each application.	✓	Yes	No
6.	Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	✓	Yes	No
7.	Monthly carrier receipts were reconciled with quarterly carrier reports.	✓	Yes	No
8.	PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	✓	Yes	No
9.	Serving carriers were notified of PFC program actions/changes approved by the FAA.	✓	Yes	No
10.	Quarterly Reports were transmitted (or available via website) to remitting carriers.	✓	Yes	No
11.	The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	✓	Yes	No
12.	Project administration is carried out in accordance with Assurance 10.	✓	Yes	No
13.	For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	✓	Yes N/A	No

JEFFERSON COUNTY, TEXAS  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2022

Findings and Questioned Costs

None

JEFFERSON COUNTY, TEXAS  
REVENUE AND DISBURSEMENT SCHEDULE  
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2022

	Fiscal Year 2021 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	Fiscal Year 2022 Total	Fiscal Year 2022 Program Total
Revenue							
Passenger Facility Collections	\$ 1,647,416	\$ 24,496	\$ 20,161	\$ 26,708	\$ 25,782	\$ 97,147	\$ 1,744,563
Interest	<u>32,338</u>	<u>108</u>	<u>245</u>	<u>588</u>	<u>2,204</u>	<u>3,145</u>	<u>35,483</u>
	<u>1,679,754</u>	<u>24,604</u>	<u>20,406</u>	<u>27,296</u>	<u>27,986</u>	<u>100,292</u>	<u>1,780,046</u>
Application 07-06-C-00-CBPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drianage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	<u>5,717</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,717</u>
	<u>129,892</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>129,892</u>
Application 11-07-C-00-CBPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	<u>29,828</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,828</u>
	<u>465,889</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>465,889</u>
Application 18-08-C-00-BPT							
I - Runway 12-30 Design and Recon	376,752	-	-	-	-	-	376,752
II - 2015 PFC Application and Admin Cost	19,000	-	-	-	-	-	19,000
III - Taxiway D- Design and Recon	262,624	-	-	-	-	-	262,624
IV - Update Airport Master Plan	15,900	-	-	-	-	-	15,900
V - Runway Safety Area	16,391	-	-	-	-	-	16,391
VI - Runway 16-34 Rehab	31,267	-	-	-	-	-	31,267
VII - ARFF Equipment	<u>22,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,698</u>
	<u>744,632</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>744,632</u>
Total Disbursements	<u>1,340,413</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,340,413</u>
Excess (Deficiency)	<u>\$ 339,341</u>	<u>\$ 24,604</u>	<u>\$ 20,406</u>	<u>\$ 27,296</u>	<u>\$ 27,986</u>	<u>\$ 100,292</u>	<u>\$ 439,633</u>

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

## JEFFERSON COUNTY, TEXAS

NOTE TO SCHEDULE OF EXPENDITURES  
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2022

## BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.

Honorable County Judge  
And Commissioners Court of Jefferson County  
Beaumont, Texas

We have audited the financial statements of Jefferson County, Texas (the "County"), as of and for the year ended September 30, 2022, and have issued our report thereon dated March 23, 2023. Professional standards require that we advise you of the following matters relating to our audit.

#### Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated April 27, 2022, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

#### Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

#### Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

As a part of the engagement, we assisted in preparing the schedule of expenditures of federal and state awards and related notes of the County in conformity with U.S. generally accepted accounting principles and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State of Texas *Uniform Grant Management Standards* (UGMS) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards*.

In order to reduce threats to our independence caused by these nonattest services to an acceptable level, we applied certain safeguards. These safeguards include a concurring review, which is a review of the financial statements and key audit areas which is performed by an individual who has adequate experience in audits of local governments, but who was not involved in this audit engagement. The concurring reviewer serves as an evaluator of the performance of the engagement team and the nonattest services provided.

In addition, management assumed responsibility for the schedule of expenditures of federal **and state** awards and related notes and any other nonaudit services we provided. Management acknowledged, in the management representation letter, our assistance with the preparation of the financial statements, related notes to the financial statements and schedule of expenditures and federal **and state** awards and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

### Significant Risks Identified

We have identified the following significant risks during our audit process, which required special audit consideration.

<u>Significant Risk Identified</u>	<u>Reasoning for Special Audit Consideration</u>
Management override of controls	Inherent fraud risk
Leases	New accounting standard (GASB 87, <i>Leases</i> ) requires new financial reporting and note disclosures.

### Qualitative Aspects of the Entity's Significant Accounting Practices

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note I to the financial statements. As described in the notes to the financial statements, during the year, the County changed its method of accounting for leases by adopting Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases*. The adoption of this standard did not result in a restatement of beginning fund balance or net position, but assets and liabilities were recognized, and more extensive note disclosures were required.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive accounting estimates affecting the financial statements are:

- Management's estimate of the allowance for doubtful accounts for property tax and adjudicated fines receivables is based on a percentage of the receivable balance depending on the age of the receivable developed from historical collections. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.



- Management's estimate of the net pension and total OPEB liabilities are based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuary makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension and total OPEB liabilities and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.
- Management's estimate of the accumulated depreciation is based on the related estimated useful lives of capital assets. We evaluated the key factors and assumptions used to develop these estimates in determining that it is reasonable in relation to the financial statements taken as a whole.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the County's financial statements relate to the net pension and total OPEB liabilities. The disclosures in the financial statements are neutral, consistent and clear.

### Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. None of the misstatements identified by us as a result of audit procedures and corrected by management were material, either individual or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

### Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

### Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstance that affect the form and content of our auditor's report. No such circumstances exist.

### Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated March 23, 2023.

## Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

## Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

## Other Information Included in the Annual Comprehensive Financial Report

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the County's Annual Comprehensive Financial Report, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the other information and considered whether a material inconsistency exists between the other information and the financial statements, or if the other information otherwise appears to be materially misstated.

Our responsibility also includes communicating to you any information that we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

## New Accounting Standards

Significant new accounting standards issued by the Governmental Accounting Standards Board (GASB) not yet implemented by the County include the following:

Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* – The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. GASB 94 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

Statement No. 96, *Subscription-Based Information Technology Arrangements* – This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. This Statement will become effective for the County in fiscal year 2023.

GASB Statement No. 100, *Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62* - The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. This Statement will become effective for reporting periods beginning after June 15, 2023, and the impact has not yet been determined.

GASB Statement No. 101, *Compensated Absences* - The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.

#### Restrictions on Use

This report is intended solely for the information and use of the Commissioners' Court, and management of the County and is not intended to be, and should not be, used by anyone other than these specified parties.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
March 23, 2023

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**

April 18, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-028/MR), FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

**PROPOSAL NAME:** FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

**PROPOSAL NUMBER:** RFP 23-028/MR

**DUE DATE/TIME:** 11:00 AM CT, Wednesday, May 24, 2023

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

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us).

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

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

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



Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise & Port Arthur News:**  
 April 19, 2023 and April 26, 2023  
**The Examiner:**  
 April 20, 2023

## TABLE OF CONTENTS

---

<b>TABLE OF CONTENTS .....</b>	<b>1</b>
<b>PROPOSAL SUBMITTAL CHECKLIST.....</b>	<b>3</b>
<b>SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....</b>	<b>4</b>
1.1 Vendor Instructions .....	4
1.2 Governing Law .....	4
1.3 Ambiguity, Conflict, or Other Errors in RFP .....	4
1.4 Notification of Most Current Address .....	4
1.5 Proposal Preparation Cost.....	4
1.6 Signature of Proposal .....	5
1.7 Economy of Presentation .....	5
1.8 Proposal Obligation .....	5
1.9 Incorporation by Reference and Precedence .....	5
1.10 Governing Forms .....	5
1.11 Implied Requirements.....	5
1.12 Compliance with RFP Specifications .....	5
1.13 Vendor Registration: SAM (System for Award Management).....	5
<b>SAM.GOV REGISTRATION (INSERTION PAGE) .....</b>	<b>6</b>
1.14 FORM 1295 (Texas Ethics Commission) Requirement .....	7
<b>SAMPLE OF COMPLETED FORM 1295.....</b>	<b>8</b>
<b>FORM 1295 (INSERTION PAGE) .....</b>	<b>9</b>
1.15 Emergency/Declared Disaster Requirements .....	10
1.16 Evaluation .....	10
1.17 Withdrawal of Proposal .....	10
1.18 Minority-Women Business Enterprise Participation.....	10
1.19 Award.....	10
1.20 Ownership of Proposal.....	10
1.21 Disqualification of Proposal .....	10
1.22 Contractual Development.....	10
1.23 Assignment .....	11
1.24 Contract Obligation .....	11
1.25 Termination .....	11
1.26 Inspections.....	11
1.27 Testing.....	11
1.28 Loss, Damage, or Claim .....	11
1.29 Taxes .....	11
1.30 Non-Discrimination .....	11
1.31 Conflict of Interest.....	11
1.32 Confidentiality/Proprietary Information .....	12
1.33 Waiver of Subrogation .....	12
1.34 Acknowledgment of Insurance Requirements .....	12
1.35 Insurance Requirements .....	12
1.36 Workers Compensation Insurance .....	12
<b>CERTIFICATE OF INSURANCE (INSERTION PAGE).....</b>	<b>15</b>
<b>SECTION 2. FEMA MANDATED CONTRACT PROVISIONS.....</b>	<b>16</b>
BYRD ANTI-LOBBYING CERTIFICATION FORM .....	31
DEBARMENT/SUSPENSION CERTIFICATION .....	32
CIVIL RIGHTS COMPLIANCE PROVISIONS .....	33

## TABLE OF CONTENTS (CONTINUED)

<b>SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS</b> .....	35
3.1 Submission of Proposal .....	35
3.2 Pre-Proposal Conference .....	36
3.3 Questions and Deadline for Question(s) Submission .....	36
3.4 Tentative Schedule of Events .....	37
<b>SECTION 4. PROPOSAL FORMAT REQUIREMENTS</b> .....	38
4.1 Introduction to Proposal Format Requirements .....	38
4.2 Organization of Proposal Contents .....	38
4.3 Transmittal Letter .....	38
4.4 Table of Contents .....	38
4.5 Executive Summary .....	39
4.6 Proposer Identifying Information .....	39
4.7 Proposer Personnel and Organization .....	39
<b>SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES</b> .....	41
<b>SECTION 6. PROPOSAL REQUIREMENTS</b> .....	43
6.1 Objective .....	43
6.2 Proposer Experience .....	43
6.3 Type of Services Provided .....	43
6.4 Laws and Regulations .....	43
<b>SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS</b> .....	44
7.1 Introduction .....	44
7.2 Cost Proposal .....	44
7.3 Evaluation Committee .....	44
7.4 Evaluation Process .....	44
7.5 Proposal Evaluation Criteria .....	45
<b>ADDENDA (INSERTION PAGE)</b> .....	<b>46</b>
COST PROPOSAL FORM .....	47
NON-DISCLOSURE AGREEMENT .....	48
RESPONDENT INFORMATION FORM .....	49
VENDOR REFERENCES FORM .....	50
SIGNATURE PAGE .....	51
CERTIFICATION REGARDING LOBBYING .....	52
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS) .....	53
DISCLOSURE OF LOBBYING ACTIVITIES FORM .....	54
CONFLICT OF INTEREST QUESTIONNAIRE .....	55
GOOD FAITH EFFORT (GFE) .....	58
NOTICE OF INTENT (NOI) .....	59
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) .....	60
RESIDENCE CERTIFICATION/TAX FORM .....	64
HOUSE BILL 89 VERIFICATION .....	65
SENATE BILL 252 CERTIFICATION .....	66
RFP AFFIDAVIT .....	67

### PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Authorized Representative (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

---

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

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

### **1.1 VENDOR INSTRUCTIONS**

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

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

### **1.2 GOVERNING LAW**

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

### **1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP**

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

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

### **1.4 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **1.5 PROPOSAL PREPARATION COST**

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

### **1.6 SIGNATURE OF PROPOSAL**

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

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

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



### 1.7 ECONOMY OF PRESENTATION

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

### 1.8 PROPOSAL OBLIGATION

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

### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

### 1.10 GOVERNING FORMS

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

### 1.11 IMPLIED REQUIREMENTS

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

### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

### 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

**PROPOSER: INSERT SAM.GOV REGISTRATION BEHIND THIS PAGE.**

## 1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

### **FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:**

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

#### **INSTRUCTIONS:**

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

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

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

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

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

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

#### **FORM 1295 Implementation Background:**

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

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

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

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

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

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

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

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

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																											
<p>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.</p>		<p><b>OFFICE USE ONLY</b></p>																											
<p><b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>                      **YOUR FIRM NAME HERE**</p>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>																											
<p><b>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*</p>																													
<p><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.</b>                      **BID/CONTRACT/PO NUMBER GOES HERE**</p>																													
<p><b>4</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;">                     **NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**                 </td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**																				<p><b>5</b> Check only if there is <b>NO</b> Interested Party. <input type="checkbox"/> <b>**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</b></p>	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																									
		Controlling	Intermediary																										
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<p><b>6 UNSWORN DECLARATION</b> Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																													
<p><b>ADD ADDITIONAL PAGES AS NECESSARY</b></p>																													

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

### **1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS**

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

### **1.16 EVALUATION**

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

### **1.17 WITHDRAWAL OF PROPOSAL**

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

### **1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

### **1.19 AWARD**

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

### **1.20 OWNERSHIP OF PROPOSAL**

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

### **1.21 DISQUALIFICATION OF PROPOSAL**

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

### **1.22 CONTRACTUAL DEVELOPMENT**

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

### **1.23 ASSIGNMENT**

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

### **1.24 CONTRACT OBLIGATION**

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

### **1.25 TERMINATION**

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

### **1.26 INSPECTIONS**

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

### **1.27 TESTING**

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

### **1.28 LOSS, DAMAGE, OR CLAIM**

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

### **1.29 TAXES**

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

### **1.30 NON-DISCRIMINATION**

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

### **1.31 CONFLICT OF INTEREST**

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

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

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

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

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

### **1.32 CONFIDENTIAL/PROPRIETARY INFORMATION**

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

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

### **1.33 WAIVER OF SUBROGATION**

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

### **1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

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

### **1.35 INSURANCE REQUIREMENTS**

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

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

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



**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation** Statutory Coverage (See Section 1.36 Below)

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

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

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

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

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

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

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

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

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

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

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

- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.
  - 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  - 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

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

(REVISED JUNE 2022)

**REMEDIES**

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**TERMINATION FOR CAUSE AND CONVENIENCE**

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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 non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The 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.

### DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

#### 1. *Minimum wages.*

- i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work ( or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.



#### 4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. **Compliance with Copeland Act requirements.**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Breach.**

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. **Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. **Certification of eligibility.**

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

##### (a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to

which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
  - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
  - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided,

however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to

practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

**CLEAN AIR ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**FEDERAL WATER POLLUTION CONTROL ACT**

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification***

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **BYRD ANTI-LOBBYING AMENDMENT**

(For all awarded contracts with a value greater than \$100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor 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 any 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

#### **PROCUREMENT OF RECOVERED MATERIALS**

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by 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.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
  - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b) Meeting contract performance requirements; or
  - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.



The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

### **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **CHANGES**

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### **DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer 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).

**AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2\_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**COPYRIGHT AND DATA RIGHTS**

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

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

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

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

<p><b>REQUIRED FORM</b>  <b>Proposer:</b>  <b>Please complete this form and include with proposal 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/proposal. 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.

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**Signature of Contractor's Authorized Official**

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

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**Date**

**REQUIRED FORM****Proposer:**

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

## 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.

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

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**Signature of Contractor's Authorized Official**

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

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**Date**

**REQUIRED FORM**

**Proposer:**

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

## SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

### 3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, May 24, 2023**

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

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

[mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

#### **Courthouse Security:**

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

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

Respondents are strongly urged to plan accordingly.

### **COUNTY HOLIDAYS (2023):**

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

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

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

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

### **3.2 PRE-PROPOSAL CONFERENCE**

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

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

### **3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION**

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, May 12, 2023.



### 3.4 TENTATIVE SCHEDULE OF EVENTS

- April 18, 2023 Issuance of Request for Proposal
- May 24, 2023 Deadline Submission (late proposals will not be considered)
- May 26, 2023 Proposals distributed to Evaluation Committee
- June 9, 2023 Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
- June 16, 2023 If Applicable: Conduct Interview/Best and Final Offer/Short List
- June 27, 2023 Recommendation for Award

**Please note:**

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

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 47)
- G. Copy of RFP Specifications and any Addenda in their entirety.  
(Note: All forms should be completed, and any information requested should be inserted/included)

### 4.3 TRANSMITTAL LETTER

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

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

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

### 4.4 TABLE OF CONTENTS

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

#### **4.5 EXECUTIVE SUMMARY**

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

#### **4.6 PROPOSER IDENTIFYING INFORMATION**

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

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

#### **4.7 PROPOSER'S PERSONNEL AND ORGANIZATION**

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

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

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

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

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

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

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

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

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

## SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

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### PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide FEMA Grant Management Services for Jefferson County which may include, but not limited to, Public Assistance Grant Funding and Hazard Mitigation Assistance Grants.

#### 5.1 Grant Management

FEMA related services may be performed on a time and expense basis, which is invoiced monthly.

Consultant's compensation will be a function of the level of effort provided to the Jefferson County, and based on the tasks requested. Consultants should present rates for each engagement team member or position. These positions are the key personnel that will be working on projects for Jefferson County. The hourly rates should be listed on the Cost Proposal Form provided in this Request for Proposal. Jefferson County has the ability to decide if and when to activate Disaster Recovery Services and where assistance is required.

Expense reimbursement should include airfare, transportation, lodging, meals and incidentals. Consultant will make every effort to keep expenses to a minimum.

A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

#### 5.2 Contract Agreement

Once a Contract is awarded, the cost offered by the successful Consultant shall remain firm for the term of the contract. Contract shall be for a period of two (2) years.

#### 5.3 Approach and Scope of Work

Consultant will provide Jefferson County with services designed to help maximize FEMA funding, expedite the process, and retain the funds during project closeout and audit. The following bullets present the services that should be available under this engagement.

#### 5.4 Grant Management Tasks

- Provide assistance on grant application
- Provide general grant management advice
- Assist in the development of a disaster-recovery team
- Assist in the development of a comprehensive recovery strategy
- Provide advice to the disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to the State and to FEMA as necessary

#### 5.5 Eligibility Tasks

- Review eligibility issues, and work with Jefferson County to develop justifications to FEMA and the State

- Attend meetings with Jefferson County, State and FEMA to negotiate individual Project Worksheets as needed
- Assist Jefferson County departments with compiling and summarizing Category A through G costs for FEMA and the State
- Assist Jefferson County to prepare Project Worksheets for small and large projects based upon information provided by the departments
- Provide oversight to departments having difficulty with their applications
- Assist in determining if all eligible damages have been properly quantified and presented to inspectors/Project Officers
- Work with Jefferson County to resolve disputes that may arise
- If Jefferson County disagrees with FEMA determinations, assist to strategize and write the appeals
- When Jefferson County has completed all projects and drawn down reimbursement for all eligible costs; assist with preparations for State/FEMA final inspections and audits, and also participate in exit conferences with State/FEMA

#### **5.6 Allowability Tasks**

- Assist Jefferson County in developing an approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for selected departments
- Meet requirements of Direct Administration Cost (DAC) claim in a format approved by FEMA for reimbursement
- Work with Jefferson County to insure compliance is met with Federal regulations and FEMA policies, including Federal procurement regulations

#### **5.7 Engagement Management Tasks**

- Prepare program management plan
- Attend status meetings
- Prepare invoices and supporting documentation

## SECTION 6. PROPOSAL REQUIREMENTS

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### 6.1 OBJECTIVE OF PROPOSAL

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

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

### 6.2 PROPOSER EXPERIENCE

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

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

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

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

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

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. FEMA Grant Management.

### 6.4 LAWS AND REGULATIONS

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

## SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

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### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 47 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 47 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

### 7.3 EVALUATION COMMITTEE

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

### 7.4. EVALUATION PROCESS

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

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

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

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

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

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



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

#### **7.5 PROPOSAL EVALUATION CRITERIA:**

##### **a. SCOPE OF SERVICES PROVIDED – 15%**

A comparison will be made of the proposal to the RFP taking into consideration clarity, convenience, responsiveness and overall quality of proposal.

##### **b. COST OF SERVICES – 15%**

Cost of services will be considered over the entire engagement. Jefferson County, however, is not committed to the selection of the lowest cost proposer, only to the selection of the proposer which is most advantageous.

##### **c. EXPERIENCE – 20%**

Demonstrated successful Texas experience with entities of similar or larger size than Jefferson County.

##### **d. GRANT MANAGEMENT SYSTEM – 15%**

Each proposal will include a program management plan. This plan should address what type of systems are used to insure Grant Compliance in order for the County to receive maximum reimbursement.

##### **e. CLAIM MANAGEMENT SYSTEM – 15%**

Evaluation of accessibility, user interface and capability of the proposed system to capture and analyze claims and loss control data. Jefferson County intends to utilize the claims system for future use only, unless the claim system is needed to address, obtain and maintain insurance issues.

##### **f. FINANCIAL STANDING AND CAPACITY OF THE PROPOSER – 10%**

Each proposal will include a financial statement.

##### **g. REFERENCES – 10%**

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

### COST PROPOSAL FORM

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

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

Name of Proposer:	
Signature:	
Title:	

Position Description	Hourly Rate
	\$
	\$
	\$
	\$
	\$

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

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**NON-DISCLOSURE AGREEMENT**

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

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

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

[Printed Name of Consultant]

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**RESPONDENT INFORMATION FORM**

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

**RFP Number & Name:** (RFP 23-028/MR) FEMA Grant Management Services for Jefferson County

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

**VENDOR REFERENCES FORM**

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

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

**REFERENCE ONE**

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

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

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

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

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

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

**REFERENCE TWO**

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

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

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

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

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

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

**REFERENCE THREE**

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

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

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

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

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

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

\_\_\_\_\_

**SIGNATURE PAGE**

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

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

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

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

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

\_\_\_\_\_  
RFP Respondent (Entity Name)

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

### CERTIFICATION REGARDING LOBBYING

#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

<p><b>REQUIRED FORM</b></p> <p><b><u>Proposer:</u></b></p> <p><b>Please complete this form and include with proposal submission.</b></p>
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**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

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

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

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

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CONFLICT OF INTEREST QUESTIONNAIRE**

---

**REQUIRED FORM****Proposer:**

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

---

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

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**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE)**

**Determination Checklist**

*This information must be submitted with your proposal.*

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

**Did the Prime Contractor/Consultant . . .**

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Proposer:**

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

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

*This information must be submitted with your proposal.*

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.**

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

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

**Historically Underutilized Business (HUB)  
Subcontracting Participation Declaration Form**

Page 1 of 4

***This information must be submitted with your proposal.***

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

Yes  No

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

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

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

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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



### Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 2 of 4

#### HUB Subcontractor Disclosure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 3 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 4 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

**SENATE BILL 252 CERTIFICATION**

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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**

**RESPONDENT'S AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
NAME OF BUSINESS

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

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

## HOMETEAM INSPECTION AGREEMENT

This agreement is between Carr Brothers Corporation d.b.a. HOMETEAM INSPECTION SERVICE and JEFFERSON COUNTY, TEXAS (Client).

1. HomeTeam shall perform an **inspection on a per home basis (per each written request received by the Client in the form of a Notice to Proceed and Purchase Order issuance)** on mutually agreed upon dates (to be determined) and provide Client with a written inspection report (the Report) in compliance with the rules of the Texas Real Estate Commission (the "Standards"). The purpose of the inspection is to identify systems and components of the Property that, in the professional opinion of the inspector, are significantly deficient. The inspection and Report will be limited to visible, readily and safely accessible areas and components of the Property. The inspection is limited to the apparent condition of the Property at the time of the inspection. Client agrees that if HomeTeam recommends further evaluation of a condition noted in the Inspection Report, Client will do so before the end of any inspection contingency and prior to closing. Client acknowledges that the Report is not to be considered a substitute for a Seller's Property Condition Disclosure Statement.
2. Client shall pay HomeTeam an inspection fee of \$350.00 prior to the inspection. This cost may reflect a whole house inspection plus ancillary inspections. Decision to purchase and/or conditions of sale is not relevant to paying fee for inspections.
3. LIMITATION OF LIABILITY. THE MAXIMUM LIABILITY OF HOMETEAM TO CLIENT (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND LITIGATION COSTS) UNDER THIS AGREEMENT, OR FOR NEGLIGENCE OR OTHERWISE ARISING FROM THE INSPECTION OR THE REPORT PROVIDED BY HOMETEAM, IS THE AMOUNT OF THE INSPECTION FEE PAID BY CLIENT FOR THE SPECIFIC SERVICE FROM WHICH THE ALLEGED DEFICIENCY EMANATES (IF PROHIBITED BY STATUTE, LIMIT SHALL BE 150% OF THE FEE PAID FOR THE SPECIFIC SERVICE FROM WHICH THE ALLEGED DEFICIENCY EMANATES). Client acknowledges that this limitation of HOMETEAM'S liability is a material term of this agreement and a material factor in the determination of the amount of the inspection fee paid by Client. Client acknowledges that it would be commercially unreasonable to expect HOMETEAM to assume unlimited liability in exchange for the payment of a relatively minimal inspection fee. This provision is void, without affecting any other provision of the agreement, if prohibited by the laws of the state in which the Property is located. CLIENT HEREBY WAIVES AND RELEASES ALL OTHER CLAIMS HE MAY HAVE NOW OR IN THE FUTURE AGAINST HOMETEAM, ITS EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PRINCIPALS, PARTNERS, AFFILIATES, SUCCESSORS, HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PROMISSORY ESTOPPEL, NEGLIGENCE, PROFESSIONAL MALPRACTICE, OR OTHER TORT (EXCEPT GROSS NEGLIGENCE). EACH PARTY WILL BE LIMITED TO ACTUAL DAMAGES. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.
4. Should this agreement be utilized in the situation of a Condominium, Townhouse or Phase Inspection, inspection will consist of only the systems and components included in the Inspection Report. If this agreement is utilized in the situation of a re-inspection, Client agrees to provide to HomeTeam a list of items to be inspected and copies of all receipts of repairs performed by the seller. Client understands that the re-inspection simply confirms that the repairs and remediation were performed, but does not offer warranty that the repairs and remediation were completed correctly. Should repairs or remediation fail, Client will need to contact those that had conducted the repairs or remediation. Barring previously



mentioned inspection types, the inspection WILL INCLUDE all of the following systems and components of the Property unless otherwise indicated:

Foundation	Structural Systems
Electrical Systems	Plumbing System
HVAC	Roof

5. The inspection WILL NOT INCLUDE the following systems or components, whether or not they are visually accessible, and they are hereby specifically excluded unless otherwise indicated:

Underground Utilities	Swimming Pools	Water Softeners
Central Vacuum Systems	Lead Based Paint	Drainfields
Detached Buildings	Solar Power and Heating Systems	Playground Equipment
Intercom Systems	Wells / Springs	Septic Tanks
Sprinkler Systems	Personal Property	Security Systems
Water Analysis	Cesspools	Trash Compactors
Tennis Courts		

6. Notwithstanding anything to the contrary in this Agreement or in the Standards, the purpose and scope of the inspection and Report are limited to the identification and disclosure of "deficiencies" only. Although the inspector and the Report may nonetheless identify non-deficiencies.

7. The inspection and Report **WILL NOT INCLUDE** the following: (a) latent or concealed defects, consequential damages, aesthetic concerns, cosmetic imperfections that do not significantly affect a component's performance of its intended function; (b) non built-in appliances; (c) the strength, adequacy, effectiveness or efficiency of any system or component; (d) compliance of systems and components with past or present requirements and guidelines, (**codes**, regulations, laws, ordinances, specifications, installation and maintenance instructions, use and care guides); (e) the operation of intercoms, speaker systems, security systems, locks, or smart home devices; (f) activity past or present and/or evidence of plants, animals, and other life forms and substances that may be hazardous or harmful to humans include, but not limited to, **wood destroying organisms, molds and mold-like substances**; (g) soil conditions relating to geotechnical or hydrologic specialties or perform architectural, engineering, contracting, surveying, appraisal or flood plain certification services or to confirm or to evaluate such services performed by others; (h) matters of title, zoning, or compliance with restrictive covenants; (i) property boundaries, encroachment, adverse possession, and the placement of fences and walls; (j) the presence of or danger from environmental hazards including, but not limited to, allergens, toxins, carcinogens, asbestos, electromagnetic radiation, noise, radioactive substances, and water and air, or water or airborne related virus bacteria or other infectious agents, **mold, mildew or fungi**, moisture content of walls, floors, ceilings, or siding, noxious odors or any other substance not visually detectable; (k) effectiveness of systems installed and methods used to control or remove suspected hazardous plants, animals, and environmental hazards; (l) conditions due to the installation of suspect stucco/synthetic stucco and/or exterior insulated finishing systems (**EIFS**) or determine the age of construction or installation of any system, structure or component of a building, or differentiate between original construction and subsequent additions, improvements, renovations or replacements, or report on its potential for alteration, modification, extendibility or suitability for a specific or proposed use for

occupancy; and (m) whether items, materials, conditions and components are subject to recall, controversy, litigation, product liability, and other adverse claims and conditions. **Client is urged to contact a reputable specialist if information, identification, or testing for any of the foregoing conditions or substances is desired or indicated.**

8. Inspectors are not required to move debris, personal property, furniture, equipment, carpeting, walls, wall coverings, ceiling tiles, window coverings, floors, ceilings, water, dirt, pets, boxes, ice, snow, soil, vegetation or other materials or objects that may impede access or limit visibility. Inspectors are not required to enter any area that may, in the inspector's opinion, be unsafe or contain hazardous or unsafe materials. Inspectors are not required to enter under-floor crawlspace areas that may be unsafe or not readily accessible. No invasive or destructive testing will be conducted. No equipment or systems will be dismantled. Inspectors are not required to enter attic spaces that are unsafe or if access might damage ceilings or insulation. Inspectors are not required to walk on or access a roof if doing so might damage the roof or roofing materials or be unsafe for the inspector. Inspectors are not required to test the function or operation of shutters, awnings, window coverings, or similar accessories. Thermostats and timers are not checked for accuracy or calibration. Inspectors will not activate systems or components that have been shut down, to include heating and cooling systems that have been shut down or taken out of service. **Air conditioners** cannot be safely checked when the outside temperature has been **below 60 degrees within 24 hours**. Pressure gauges are not used to test air conditioners. Garbage disposals are checked for operation only. Dishwashers are checked only for their ability to fill and drain properly. The absence of visible indications of water penetration in an attic or basement at the time of the inspection is NOT conclusive evidence that the roof or basement is free from leakage. The inspector may observe actual water penetration in these areas only if the inspection is conducted during a prolonged period of heavy rainfall. The occurrence of occasional or intermittent leakage or seepage during extreme weather conditions (such as very high winds, for example) is common and is excluded from the scope of the inspection and Report. Inspectors are not required to inspect underground items, such as, but not limited to lawn-irrigation systems, or underground storage tanks (or indications of their presence), whether abandoned or actively used.

9. The services listed below are specifically excluded from the inspection unless otherwise indicated. In order to receive the additional services listed below (notwithstanding the limitations of Sections 4 and 5 herein), Client must pay additional fee(s).

a. **WOOD DESTROYING ORGANISM INSPECTION** - This inspection, if included, is an examination to identify the presence or absence of wood-destroying insects and organisms such as termites, carpenter ants, powder post beetles, carpenter bees, or wood decay fungus. The inspection WILL attempt to identify any visually apparent major structural damage caused by such organisms. The inspection WILL NOT include an examination to identify the presence or absence animals (any type), rodents or other vermin or insects not expressly included above. All pest examinations WILL be performed by inspectors who meet all state standards for performing pest inspections in the state in which the Property is located. The pest inspectors may not be employees of HomeTeam.

b. **RADON TEST** - This inspection, if included, is an examination to identify the presence of radon gas. All radon gas examinations will be performed by inspectors who meet all state standards for performing radon gas inspections in the state in which the Property is located. The radon gas inspectors may or may not be employees of HomeTeam. (The EPA recommends that all homes be tested for the presence of radon gas.

c. **Mold** - This inspection is a test to identify the presence, different types, or level of mold or mold spores in the home. A mold test will NOT be included in the inspection or Report unless Client executes a separate Mold Test Agreement.

d. **DEFECTIVE (OFF-GASSING) DRYWALL** - Commonly referred to as imported Chinese Drywall. A test will NOT be included in the inspection or Report unless Client executes a separate Drywall Test Agreement.

10. INSPECTION AND RESULTING REPORT ARE NOT INTENDED AS A GUARANTY, WARRANTY, OR INSURANCE POLICY. HOMETEAM MAKES NO EXPRESS OR IMPLIED GUARANTIES OR WARRANTIES REGARDING THE CONTINUED ADEQUACY, PERFORMANCE, OR CONDITION OF ANY STRUCTURE, ITEM, COMPONENT OR SYSTEM AFTER THE INSPECTION, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES.

11. Client shall provide HomeTeam with written notice of any unreported defect or deficiency, of any damage or injury caused by HomeTeam, its employees or agents, or of any other claim ("Claim"), within **ten (10) business days** after Client discovers or reasonably should have discovered the Claim. Client shall not commence any legal/arbitration proceeding relating to the Claim for **thirty (30) days** after HomeTeam's receipt of notice of the Claim, during which time Client shall provide HomeTeam with reasonable access to the Property and opportunity to investigate and cure the Claim. If Client fails to provide HomeTeam with the notice or cure period, or alters, repairs or replaces any system or component of the Property that may have a bearing upon the Claim, thereby preventing HomeTeam from independently verifying the existence or extent thereof, then Client shall be deemed to have **irrevocably waived and released** the Claim against HomeTeam, its inspectors, employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives. Any legal action arising out of, from or related to this Pre-inspection Agreement or arising out of, from or related to the Inspection or Inspection Report, including small claims court or the arbitration proceeding more specifically described below, must be submitted in writing to HomeTeam within two **(2) years** from the date of the home inspection. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of rights, or claims based thereon.

12. HomeTeam shall provide Client with one copy of the report for the sole, confidential, and exclusive use and benefit of Client. All intellectual property rights (including, but not limited to, copyrights) in the Report (including, but not limited to, its format and contents) and all related notes will remain the sole property of HomeTeam. The Report may not be copied or otherwise reproduced or distributed without HomeTeam's prior written consent, for which HomeTeam may require an additional fee. The Report is not intended for the benefit of, and may not be relied upon by, any other person, regardless of any legal or contractual obligation Client may have to disclose the contents of the Report. The disclosure or distribution of the Report by any person to the current owner(s) of the Property (if Client is not owner) or to real estate agents involved in the transaction does not make those persons intended beneficiaries of the Report. Unless otherwise notified, a copy of the Report will be sent to your agent. Client shall indemnify and defend HomeTeam, its employees, agents, officers, directors, shareholders, members, principals, partners, affiliates, successors, heirs, assigns and legal representatives, and hold each of those parties harmless, from and against all losses, damages and expenses (including, without limitation, attorney fees) arising from any claim asserted by a third party as the result of the unauthorized distribution or reproduction of the Report.

13. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or related to this Agreement, or the breach thereof, or the Report shall be resolved between the parties through Small Claims Court (or

similar) in the jurisdiction in which the inspection took place. If the alleged damages are in excess of Small Claims statutory limits, it shall be submitted to binding arbitration before Construction Dispute Resolution Service ("CDRS"). If CDRS is not available, then it shall be submitted to Resolute Systems.

14. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the **DISPUTE RESOLUTION** process identified above, shall be liable for all fees and costs associated with compelling/enforcing compliance with the **DISPUTE RESOLUTION** process.

15. Client acknowledges and agrees that Carr Brothers Corporation is an independently-owned and independently-operated franchisee of The HomeTeam Inspection Service, Inc. ("Franchisor"); Carr Brothers Corporation is not an employee, partner or agent of Franchisor; HomeTeam is not authorized to make any contract, agreement, warranty or representation on behalf of Franchisor; and Franchisor is not liable to Client, for any obligation, act or omission of, or for any breach of this Agreement by Carr Brothers Corporation. Client acknowledges that HomeTeam may refer third party non-settlement service providers to Client and may arrange for these providers to send literature or make post-inspection contact with Client. If Client requests help with specific services from these providers, Client agrees that the referred companies providing such services can call or text you at the number you provide, including using automated, prerecorded or autodialed calls. Client understands that consent to marketing communications is not required to make a purchase and that Client will receive an email from third party non-settlement service providers that allow Client to opt-out of all contact from third party service providers.

16. Client acknowledges that Rule 12.5 of the Texas Home Inspector rules of Ethics prohibits the disclosure of inspection results by a home inspector without the Client's prior approval. Client authorizes HomeTeam and its agents to disclose inspection results to my agent. Unless otherwise notified, a copy of the inspection report will be sent to my agent. The Client agrees to notify HomeTeam if they do not receive a copy of the inspection report within 72 hours.

Carr Brothers Corporation d.b.a. HomeTeam

Signed: Curtis Carr  
Date: 2-29-2023

By: Curtis Carr, TREC License #4026

CLIENT: JEFFERSON COUNTY, TEXAS

Signed: \_\_\_\_\_ (CLIENT)

JEFF R. BRANICK, COUNTY JUDGE

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

ATTEST: \_\_\_\_\_  
Roxanne Acosta Hellberg, Jefferson County Clerk

**ADDITIONAL AGREEMENT ATTACHMENTS:**

**ATTACHMENT A: Additional Terms of Agreement for the CONTRACTOR (HomeTeam) to initial.**

**ATTACHMENT B: Copy of Original Quote for Home Inspection Services from CONTRACTOR.**

**ATTACHMENT B  
(PROF 23-016/JW) HOME INSPECTION SERVICES FOR CDBG-DR HOME BUYOUT PROGRAM**

**ADDITIONAL TERMS OF AGREEMENT:**

Initial: cc CONTRACTOR (HomeTeam) must receive both a Notice to Proceed and Purchase Order from Jefferson County prior to performing inspection services.

Initial: cc Cost per each home inspection will be \$350.00 per home.

Initial: cc The County does not guarantee any total amount of homes that will need inspection under its Home Buy Out Program (funded by Community Development Block Grant-Disaster Recovery).

**ATTACHMENT B  
 (PROF 23-016/JW) HOME INSPECTION SERVICES FOR CDBG-DR HOME BUYOUT PROGRAM  
 QUOTATION FORM**

**Quotation Form Instructions:**

Please complete the form below, review the terms and conditions, sign and date.

If you have any questions regarding this quote, please contact Jamey West, Contract Specialist at: [Jamey.West@jeffcotx.us](mailto:Jamey.West@jeffcotx.us) or 409.835.8793.

Date:

Company/Firm Name:

Home Team  
Inspection  
Service

Address:

6550 Concord  
Beaumont  
Texas 77708

Primary Contact Person:

Curtis Carr

Phone Number:

409-838-5440

Email Address:

ccarr@hometeam.com

Alt. Phone Number:

409-284-3519

County shall reimburse Contractor Home Inspection Services provided and as described within this quote request document, as follows:

\$ 350 . 00 per each Home Inspection performed as part of the County's Community Development Block Grant-Disaster Recovery (CDBG-DR) Buyout/Acquisition Program.

This unit rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work.

Authorized Company/Firm Signature:

*Curtis Carr*

Printed Name & Title:

Curtis Carr - President

Service Cost Quoted Above Is Firm For 365 Days.



# Skyflea Aviation

5180 Ada St.  
Beaumont Tx, 77708



ATTEST \_\_\_\_\_  
DATE \_\_\_\_\_

## Contract Agreement to allow Jefferson County Sheriff's Office to Rent Aircraft (N8768N)

Date	Services Performed By:	Services Performed For:
03/14/23- TBD	Skyflea Aviation 5180 Ada St. Beaumont Tx, 77708	Jefferson County Sheriff's Office to Rent Aircraft (N8768N) 4640 Hangar Dr., Beaumont Tx, 77705

This Contract Agreement between Jefferson County Sheriff's Office to rent Aircraft N8768N (Renter) and Skyflea Aviation (Contractor), effective 02/14/23 (the Agreement). This Contract is subject to terms and conditions contained in the agreement between parties and is made part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this contract and the terms of this agreement, terms of this contract shall govern and prevail.

Rental of PA-28-140 Cherokee Cruiser (N8768N) will be charged by the hourly at the rate of \$130 dry (dry rate does not include fuel). Jefferson County will refuel N8768N, after every training flight (approximately 10gph), only the fuel burned for that given training flight Jefferson County flies. Jefferson County will be billed per 10hr block with the given PO 741-0000-421-5099, not to exceed \$1000 per invoice. Jefferson County will not be responsible for maintenance but will assist where necessary. All other maintenance will be the responsibility of Skyflea Aviation.

Jefferson County will be allowed to rent the aircraft through the instruction of Dylan Lischau, Deputy Pilot (CFI-I) with purpose of training Brian Barbour, Deputy Pilot. The goal of this training is for Barbour to receive adequate instruction to receive his Private and Commercial fixed wing ratings.

Jefferson County holds General Liability Insurance on the aircraft N8768N through McGriff Insurance (Policy #AAC N1075883A 005) during the hours of rental. Any other operations of Skyflea Aviation excluding Jefferson County Sheriff's Office, will provide its own insurance for their operations.

Contractor Signature \_\_\_\_\_ Date: 03/14/23

Renter Signature \_\_\_\_\_ Date: 03/14/23

*Alexandro Cantarini*  
ALEXANDRO CANTARINI

*Gene Stephens*  
4/12/23



ATTEST *[Signature]*  
DATE 4-18-23

JEFFERSON COUNTY, TEXAS  
*[Signature]*  
Jeff Branick, County Judge



## Agreement

Donta Miller <Donta.Miller@jeffcotx.us>

Wed 4/12/2023 2:23 PM

To: Mistey Reeves <Mistey.Reeves@jeffcotx.us>

Cc: Deb Clark <Deb.Clark@jeffcotx.us>

📎 1 attachments (746 KB)

Skyflea Aviation (1).pdf;

Consider and approve Sheriff Zena Stephens to rent a PA-28-140 Cherokee Cruiser plane (N8768N) from Skyflea Aviation. Jefferson County will be allowed to rent the aircraft through Deputy Dylan Lischau's instruction to train Deputy Pilot Brian Barbour. The training goal is for Deputy Barbour to receive his fixed-wing ratings. The cost of the rental plane will be paid from the Jefferson County Sheriff's Forfeiture Funds and the fuel cost from the airplane fuel budget.

**Chief Donta Miller**

Jefferson County Sheriff Office

Law Enforcement Division

O: (409)835-8719

donta.miller@jeffcotx.us





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Jefferson County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 22, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. Section B(6.2) of the Agreement is hereby replaced in its entirety with the following:  
 "6.2 You will be hosted by a third-party hosting provider (AWS GovCloud). Tyler reserves the right to change hosting providers upon thirty (30) days' advance notice."
- 2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: \_\_\_\_\_

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

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

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

Jefferson County, TX

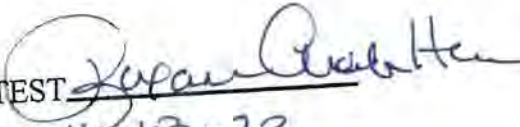
By:  \_\_\_\_\_

Name: Jeff Branick

Title: County Judge

Date: 04/18/2023



ATTEST  \_\_\_\_\_

DATE 4-18-23

JEFFERSON COUNTY, TEXAS

Independent Auditor's Report on Compliance With  
Requirements Applicable to the Passenger Facility Charge  
Program and on Internal Control Over Compliance

Schedule of Expenditures  
of Passenger Facility Charges

September 30, 2022



JEFFERSON COUNTY, TEXAS

TABLE OF CONTENTS

SEPTEMBER 30, 2022

	<u>Page Number</u>
Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i> .....	1 – 2
Independent Auditor’s Report on Compliance with Requirements Applicable to the Passenger Facility Charge Program and on Internal Control over Compliance.....	3 – 5
Passenger Facility Charges Audit Summary.....	6
Schedule of Findings and Questioned Costs.....	7
Revenue and Disbursement Schedule of Passenger Facility Charges.....	8
Notes to Schedule of Expenditures of Passenger Facility Charges.....	9

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING**  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable County Judge  
and Commissioners Court  
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise Jefferson County, Texas' basic financial statements, and have issued our report thereon dated April 10, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County, Texas' **internal control over financial reporting (internal control)** as a basis for determining the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County, Texas' internal control. **Accordingly, we do not express an opinion on the effectiveness of Jefferson County, Texas' internal control.**

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the **entity's financial statements will not be prevented**, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether **Jefferson County, Texas'** financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and **not to provide an opinion on the effectiveness of the entity's** internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering **Jefferson County, Texas'** internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas  
April 10, 2023



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH  
REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY  
CHARGE PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE

Honorable County Judge  
And **Commissioners' Court**  
Jefferson County, Texas

Report on Compliance for the Passenger Facility Charge Program

*Opinion*

We have audited the compliance of Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2022. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on **Jefferson County, Texas'** compliance based on our audit.

In our opinion, Jefferson County, Texas, complied, in all material respects, with the requirements referred to above that are applicable to its passenger facility charge program for the year ended September 30, 2022.

*Basis for Opinion*

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the PFC Audit Guide. Our responsibilities under those **standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.**

We are required to be independent of Jefferson County, Texas and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the passenger facility **charge program. Our audit does not provide a legal determination of Jefferson County, Texas' compliance with the** compliance requirements referred to above.

*Responsibilities of Management for Compliance*

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements **applicable to Jefferson County, Texas'** passenger facility charge program.

### **Auditor's Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on **Jefferson County, Texas' compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance** and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the PFC Audit Guide will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the **report on compliance about Jefferson County, Texas' compliance with the requirements of the passenger facility charge program as a whole.**

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the PFC Audit Guide, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding **Jefferson County, Texas' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.**
- Obtain an understanding of **Jefferson County, Texas' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the PFC Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance.** Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of **internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance.** Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the PFC Audit Guide. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise **Jefferson County, Texas' basic financial statements**. We issued our report thereon, dated April 10, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of passenger facility charges is presented for purposes of additional analysis as required by the PFC Audit Guide and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of passenger facility charges is fairly stated in all material respects in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of the Commissioners Court, management and the Federal Aviation Administration and is not intended to be and should not be used by anyone other than these specified parties.

*Pattillo, Brown & Hill, L.L.P.*

Waco, Texas  
April 10, 2023

JEFFERSON COUNTY, TEXAS  
PASSENGER FACILITY CHARGES AUDIT SUMMARY  
YEAR ENDED SEPTEMBER 30, 2022

1.	Type of report issued on PFC financial statements	✓	Unqualified	Qualified
2.	Type of report on PFC compliance	✓	Unqualified	Qualified
3.	Quarterly Revenue and Disbursements reconcile with submitted quarterly reports.	✓	Yes	No
4.	PFC Revenue and Interest is accurately reported on FAA Form 5100-127.	✓	Yes	No
5.	The Public Agency maintains a separate financial accounting record for each application.	✓	Yes	No
6.	Funds disbursed were for PFC eligible items as identified in the FAA Decision to pay only for the allowable costs of the projects.	✓	Yes	No
7.	Monthly carrier receipts were reconciled with quarterly carrier reports.	✓	Yes	No
8.	PFC revenues were maintained in a separate interest-bearing capital account or commingled only with other interest-bearing airport capital funds.	✓	Yes	No
9.	Serving carriers were notified of PFC program actions/changes approved by the FAA.	✓	Yes	No
10.	Quarterly Reports were transmitted (or available via website) to remitting carriers.	✓	Yes	No
11.	The Public Agency is in compliance with Assurances 5, 6, 7 and 8.	✓	Yes	No
12.	Project administration is carried out in accordance with Assurance 10.	✓	Yes	No
13.	For those public agencies with excess revenue, a plan for the use of this revenue has been submitted to the FAA for review and concurrence.	✓	Yes N/A	No

JEFFERSON COUNTY, TEXAS  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2022

Findings and Questioned Costs

None

JEFFERSON COUNTY, TEXAS  
REVENUE AND DISBURSEMENT SCHEDULE  
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2022

	Fiscal Year 2021 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	Fiscal Year 2022 Total	Fiscal Year 2022 Program Total
Revenue							
Passenger Facility Collections	\$ 1,647,416	\$ 24,496	\$ 20,161	\$ 26,708	\$ 25,782	\$ 97,147	\$ 1,744,563
Interest	<u>32,338</u>	<u>108</u>	<u>245</u>	<u>588</u>	<u>2,204</u>	<u>3,145</u>	<u>35,483</u>
	<u>1,679,754</u>	<u>24,604</u>	<u>20,406</u>	<u>27,296</u>	<u>27,986</u>	<u>100,292</u>	<u>1,780,046</u>
Application 07-06-C-00-CBPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drianage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	<u>5,717</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,717</u>
	<u>129,892</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>129,892</u>
Application 11-07-C-00-CBPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	<u>29,828</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>29,828</u>
	<u>465,889</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>465,889</u>
Application 18-08-C-00-BPT							
I - Runway 12-30 Design and Recon	376,752	-	-	-	-	-	376,752
II - 2015 PFC Application and Admin Cost	19,000	-	-	-	-	-	19,000
III - Taxiway D- Design and Recon	262,624	-	-	-	-	-	262,624
IV - Update Airport Master Plan	15,900	-	-	-	-	-	15,900
V - Runway Safety Area	16,391	-	-	-	-	-	16,391
VI - Runway 16-34 Rehab	31,267	-	-	-	-	-	31,267
VII - ARFF Equipment	<u>22,698</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,698</u>
	<u>744,632</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>744,632</u>
Total Disbursements	<u>1,340,413</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,340,413</u>
Excess (Deficiency)	<u>\$ 339,341</u>	<u>\$ 24,604</u>	<u>\$ 20,406</u>	<u>\$ 27,296</u>	<u>\$ 27,986</u>	<u>\$ 100,292</u>	<u>\$ 439,633</u>

See accompanying note to Schedule of Expenditures of Passenger Facility Charges.

JEFFERSON COUNTY, TEXAS  
NOTE TO SCHEDULE OF EXPENDITURES  
OF PASSENGER FACILITY CHARGES

YEAR ENDED SEPTEMBER 30, 2022

BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Passenger Facility Charges includes the Passenger Facility Charge (PFC) activity of the Southeast Texas Regional Airport of Jefferson County, Texas, (the County). The information in this schedule is presented in accordance with the requirements of 14 Code of Federal Regulations Part 158.67 and the Passenger Facility Charge Audit Guide for Public Agencies issued by the Federal Aviation Administration. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The County reports expenditures on the Schedule of Expenditures of Passenger Facility Charges collected and expended as reimbursements (to the extent of PFC's actually collected) of costs incurred by the County during the current and prior fiscal years.

## American Rescue Plan Funds

Donta Miller <Donta.Miller@jeffcotx.us>

Wed 4/12/2023 2:13 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>; Patrick Swain <Patrick.Swain@jeffcotx.us>

Cc: Deb Clark <Deb.Clark@jeffcotx.us>; Mistey Reeves <Mistey.Reeves@jeffcotx.us>

Please move \$99,500 from main rotor for Huey to Police Vehicles for a total of \$299,500.

**Chief Donta Miller**

Jefferson County Sheriff Office

Law Enforcement Division

O: (409)835-8719

donta.miller@jeffcotx.us





**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT  
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and \_\_\_\_\_ (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

**WHEREAS**, the County has received SLFRF funds from Treasury under ARPA; and

**WHEREAS**, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

**WHEREAS**, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

**WHEREAS**, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

**WHEREAS**, the County has awarded the Subrecipient SLFRF funds in the amount of \$ \_\_\_\_\_ (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

**1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS**

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

## 2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

## 3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

#### **4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS**

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

#### **5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

#### **6. RETURN OF FUNDS; RECOUPMENT**

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

#### **7. FAILURE TO PERFORM**

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

## 8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

## 9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

## 10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

## 11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas  
 Judge Jeff Branick – County Judge  
 1149 Pearl 4<sup>th</sup> Floor  
 Beaumont, TX 77701

[jeff.branick@jeffcotx.us](mailto:jeff.branick@jeffcotx.us)

*Subrecipient Organization Name*  
*Signatory Name, Title*  
*Address*  
*City, State Zip*

*Email*

## 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

### **13. FURTHER ASSURANCE**

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

### **14. ASSIGNMENT**

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

### **15. AMENDMENTS**

This Agreement cannot be amended or modified except in writing, signed by both Parties.

### **16. VENUE AND CHOICE OF LAW**

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

### **17. SEVERABILITY**

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

### **18. INTEGRATED DOCUMENT**

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

**19. NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

**20. HEADINGS**

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

**21. AUTHORITY TO SIGN**

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

**JEFFERSON COUNTY, TEXAS**

**SUBRECIPIENT**

\_\_\_\_\_  
Jeff Branick  
County Judge  
Jefferson County, Texas

\_\_\_\_\_  
*Signatory Name*  
*Title*  
*Organization Name*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Name  
Title  
Jefferson County, Texas

\_\_\_\_\_  
*Signatory Name*  
*Title*  
*Organization Name*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**Project Information and Approved Work**



## **EXHIBIT B: SLFRF REPORTING REQUIREMENTS**

### **A. Applicable Statutes, Rules, and Guidance**

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

### **B. Important Concepts**

#### **Recipients, Subrecipients, Subawards, and Projects**

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

#### **Eligible Costs Timeframe**

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

#### **Obligations**

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

### **Expenditures**

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

### **C. Required Information for Project and Expenditure Reports**

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

### **D. Civil Rights Compliance**

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

NAME	AMOUNT	CHECK NO. 231	TOTAL
JURY FUND			
DAWN DONUTS	70.50	505448	70.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	6,026.23	505310	
ENTERGY	431.90	505334	
M&D SUPPLY	235.34	505349	
FUNCTION 4 LLC	31.00	505456	
ODP BUSINESS SOLUTIONS, LLC	418.25	505489	7,142.72**
ROAD & BRIDGE PCT.#2			
ENTERGY	505.30	505334	
THE MUFFLER SHOP	98.00	505353	
SETZER HARDWARE, INC.	13.81	505365	
AT&T	131.49	505372	
VULCAN MATERIALS CO.	3,114.67	505377	
W. JEFFERSON COUNTY M.W.D.	28.77	505378	
BUMPER TO BUMPER	104.05	505415	
FUNCTION 4 LLC	31.00	505456	
GULF COAST	1,458.40	505466	
MUNRO'S UNIFORM SERVICES, LLC	40.00	505490	5,525.49**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	698.50	505306	
ENTERGY	127.33	505334	
MOTION INDUSTRIES, INC.	256.14	505352	
SOUTHERN TIRE MART, LLC	922.63	505381	
TEXAS GAS SERVICE	166.80	505409	
UNDERGROUND INC.	908.76	505411	
PETROLEUM SOLUTIONS, INC.	892.63	505413	
CENTERPOINT ENERGY RESOURCES CORP	43.67	505416	
SHOPPA'S FARM SUPPLY	64.13	505445	
FUNCTION 4 LLC	62.00	505456	
GERALD T PELTIER JR	200.00	505467	
MUNRO'S UNIFORM SERVICES, LLC	23.95	505490	
TRP CONSTRUCTION GROUP LLC	8,500.00	505497	12,866.54**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	54.42	505307	
CITY OF BEAUMONT - WATER DEPT.	23.28	505317	
COASTAL WELDING SUPPLY INC	111.60	505319	
ENTERGY	14.19	505334	
HARTMANN BLDG. SPECIALITIES	440.50	505339	
AT&T	101.60	505372	
MARTIN PRODUCT SALES LLC	277.20	505418	
FUNCTION 4 LLC	112.00	505456	
IMAGE 360 BEAUMONT	65.42	505461	
O'REILLY AUTO PARTS	130.28	505463	
GULF COAST	13,012.26	505466	
ODP BUSINESS SOLUTIONS, LLC	279.49	505489	
MUNRO'S UNIFORM SERVICES, LLC	96.14	505490	
CITIBANK NA	151.99	505495	14,609.81**
ENGINEERING FUND			
VERIZON WIRELESS	114.83	505396	
VERIZON WIRELESS	125.60	505397	
FUNCTION 4 LLC	62.00	505456	302.43**
PARKS & RECREATION			
ENTERGY	1,074.94	505334	
GULF COAST	2,813.97	505466	3,888.91**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	269.81	505401	
UNITED STATES POSTAL SERVICE	26.52	505402	
FUNCTION 4 LLC	155.00	505456	
ODP BUSINESS SOLUTIONS, LLC	932.11	505489	1,383.44*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	8.11	505401	
FUNCTION 4 LLC	31.00	505456	39.11*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	505369	
UNITED STATES POSTAL SERVICE	78.79	505401	
FUNCTION 4 LLC	31.00	505456	
CITIBANK NA	1,367.00	505495	1,511.74*
COUNTY CLERK			
RITTER @ HOME	395.22	505361	
UNITED STATES POSTAL SERVICE	736.95	505401	
UNITED STATES POSTAL SERVICE	75.96	505402	
FUNCTION 4 LLC	93.00	505456	1,301.13*
COUNTY JUDGE			
CAYLA CALAMIA	2,800.00	505314	
KEVIN PAULA SEKALY PC	500.00	505364	
UNITED STATES POSTAL SERVICE	.51	505401	
FUNCTION 4 LLC	31.00	505456	
CITIBANK NA	530.00	505495	3,861.51*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	35.92	505401	
FUNCTION 4 LLC	31.00	505456	66.92*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	124.74	505401	
FUNCTION 4 LLC	62.00	505456	186.74*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	1,830.98	505456	1,830.98*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,034.10	505324	
THE EXAMINER	722.50	505326	
PORT ARTHUR NEWS, INC.	494.40	505357	
UNITED STATES POSTAL SERVICE	5.36	505401	
FUNCTION 4 LLC	31.00	505456	
ODP BUSINESS SOLUTIONS, LLC	183.96	505489	2,471.32*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,074.92	505311	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	505374	
K2 TOWERS III, LLC	2,435.00	505482	6,209.92*
DATA PROCESSING			
TODD L. FREDERICK	436.89	505405	
FUNCTION 4 LLC	31.00	505456	
STEEPMEADOW SOLUTIONS, LLC	6,145.92	505484	
CITIBANK NA	112.96	505495	6,726.77*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	101.00	505401	
FUNCTION 4 LLC	31.00	505456	132.00*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO. 233	TOTAL
FUNCTION 4 LLC	31.00	505456	31.00*
DISTRICT ATTORNEY			
DELL MARKETING L.P.	17,261.23	505321	
JOHN NELSON	997.85	505354	
UNITED STATES POSTAL SERVICE	153.56	505401	
FUNCTION 4 LLC	155.00	505456	
ODP BUSINESS SOLUTIONS, LLC	414.62	505489	
CYBERGENETICS CORP	13,800.00	505498	32,782.26*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	129.50	505347	
UNITED STATES POSTAL SERVICE	203.22	505401	
ENGINEERING INNOVATION	613.17	505452	
FUNCTION 4 LLC	601.00	505456	
CHAPMAN VENDING	710.05	505477	
ODP BUSINESS SOLUTIONS, LLC	515.99	505489	2,772.93*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	8,750.00	505323	
EDWARD B. GRIPON, M.D., P.A.	2,385.00	505332	
MARSHA NORMAND	8,750.00	505355	
WENDELL RADFORD	800.00	505360	
KEVIN PAULA SEKALY PC	8,750.00	505364	
TAMARA DEROUEN	1,540.00	505379	
KEVIN S. LAINE	4,375.00	505382	
JOHN D WEST	8,750.00	505386	
UNITED STATES POSTAL SERVICE	50.51	505401	
LANGSTON ADAMS	800.00	505407	
JASON ROBERT NICKS	4,375.00	505426	
FUNCTION 4 LLC	62.00	505456	49,387.51*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	34.95	505370	
FUNCTION 4 LLC	31.00	505456	65.95*
60TH DISTRICT COURT			
FUNCTION 4 LLC	31.00	505456	31.00*
136TH DISTRICT COURT			
TEXAS COURT REPORTERS ASSOCIATION	165.00	505375	
LEXIS-NEXIS	172.00	505403	
NCRA MEMBERSHIP RENEWAL	300.00	505431	
FUNCTION 4 LLC	31.00	505456	668.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC	31.00	505456	31.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	800.00	505313	
WENDELL RADFORD	1,700.00	505360	
MIKE VAN ZANDT	8,750.00	505376	
KEVIN S. LAINE	4,375.00	505382	
UNITED STATES POSTAL SERVICE	.51	505401	
SUMMER TANNER	5,208.50	505419	
JASON ROBERT NICKS	4,375.00	505426	
FUNCTION 4 LLC	62.00	505456	25,271.01*
279TH DISTRICT COURT			
MARVA PROVO	325.00	505358	
ANITA F. PROVO	932.50	505359	
JOEL WEBB VAZQUEZ	110.00	505414	
WILLIAM FORD DISHMAN	550.00	505439	
MATUSKA LAW FIRM	1,050.00	505442	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	31.00	505456	
THE SCHLETT LAW FIRM, PLLC	121.00	505476	
SHELANDER LAW OFFICE	220.00	505478	
317TH DISTRICT COURT			3,339.50*
LAIRON DOWDEN, JR.	650.00	505322	
MARVA PROVO	325.00	505358	
ALLEN PARKER	600.00	505427	
BRITTANIE HOLMES	220.00	505435	
WILLIAM FORD DISHMAN	220.00	505439	
FUNCTION 4 LLC	31.00	505456	
ALICIA K HALL PLLC	380.00	505470	
JUSTICE COURT-PCT 1 PL 1			2,426.00*
UNITED STATES POSTAL SERVICE	22.87	505401	
FUNCTION 4 LLC	31.00	505456	
JUSTICE COURT-PCT 1 PL 2			53.87*
UNITED STATES POSTAL SERVICE	15.97	505401	
FUNCTION 4 LLC	31.00	505456	
ODP BUSINESS SOLUTIONS, LLC	104.99	505489	
JUSTICE COURT-PCT 2			58.02*
KIRKSEY'S SPRINT PRINTING	24.95	505347	
JUSTICE COURT-PCT 4			24.95*
AT&T	101.61	505373	
FUNCTION 4 LLC	31.00	505456	
CITIBANK NA	465.00	505495	
JUSTICE COURT-PCT 6			597.61*
UNITED STATES POSTAL SERVICE	44.62	505401	
FUNCTION 4 LLC	31.00	505456	
JUSTICE OF PEACE PCT. 8			75.62*
UNITED STATES POSTAL SERVICE	223.86	505402	
FUNCTION 4 LLC	31.00	505456	
COUNTY COURT AT LAW NO.1			254.86*
UNITED STATES POSTAL SERVICE	1.01	505401	
FUNCTION 4 LLC	31.00	505456	
COUNTY COURT AT LAW NO. 2			32.01*
BRUCE W. COBB	50.00	505320	
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	505350	
UNITED STATES POSTAL SERVICE	8.62	505401	
MATUSKA LAW FIRM	250.00	505442	
FUNCTION 4 LLC	31.00	505456	
THE WALKER LAW FIRM	250.00	505480	
COUNTY COURT AT LAW NO. 3			839.62*
UNITED STATES POSTAL SERVICE	4.56	505401	
LANGSTON ADAMS	300.00	505407	
JOEL WEBB VAZQUEZ	400.00	505414	
FUNCTION 4 LLC	31.00	505456	
B. E. FRANKLIN LAW FIRM, PLLC	250.00	505492	
COURT MASTER			985.56*
FUNCTION 4 LLC	31.00	505456	
RICHARD D HUGHES ATTORNEY AT LAW	1,200.00	505473	
MEDIATION CENTER			1,231.00*

NAME	AMOUNT	CHECK NO. 235	TOTAL
UNITED STATES POSTAL SERVICE	8.11	505401	
FUNCTION 4 LLC	31.00	505456	
			39.11*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	505456	
			124.00*
SHERIFF'S DEPARTMENT			
DELL MARKETING L.P.	4,404.52	505321	
FED EX	11.71	505327	
ENTERGY	553.51	505334	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,150.00	505342	
MOORMAN & ASSOCIATES, INC.	2,965.00	505351	
SAM'S WESTERN WEAR, INC.	187.18	505362	
AT&T	175.32	505372	
UNITED STATES POSTAL SERVICE	1,481.63	505401	
RITA HURT	275.00	505432	
THOMSON REUTERS-WEST	531.60	505436	
CALLYO 2009 CORP	1,876.00	505443	
GALLS LLC	439.44	505447	
3L PRINTING COMPANY	35.00	505449	
FUNCTION 4 LLC	310.00	505456	
NEIGHBORHOOD VETERINARY CENTERS	553.21	505468	
ODP BUSINESS SOLUTIONS, LLC	1,027.12	505489	
CITIBANK NA	1,000.00	505495	
BEAUMONT OCCUPATIONAL SERVICES	69.90	505499	
			17,046.14*
CRIME LABORATORY			
DELL MARKETING L.P.	201.59	505321	
FED EX	99.53	505328	
FISHER SCIENTIFIC	369.41	505329	
LYNN PEAVEY CO., INC.	515.25	505348	
SOUTHEAST TEXAS WATER	79.90	505368	
CERILLIANT	104.00	505408	
LIPOMED	301.40	505429	
FUNCTION 4 LLC	31.00	505456	
ODP BUSINESS SOLUTIONS, LLC	311.46	505489	
			2,013.54*
JAIL - NO. 2			
JACK BROOKS REGIONAL AIRPORT	1,312.36	505343	
CASH ADVANCE ACCOUNT	1,323.36	505345	
AT&T	1,448.27	505372	
BUMPER TO BUMPER	86.21	505415	
WORLD FUEL SERVICES	2,408.02	505425	
FUNCTION 4 LLC	217.00	505456	
WALMART CAPITAL ONE	78.57	505481	
CITIBANK NA	296.50	505495	
			7,170.29*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	1,004.20	505345	
UNITED STATES POSTAL SERVICE	5.53	505401	
SHANNA CITIZEN	62.88	505406	
FUNCTION 4 LLC	93.00	505456	
ODP BUSINESS SOLUTIONS, LLC	315.07	505489	
			1,480.68*
JUVENILE DETENTION HOME			
CASH ADVANCE ACCOUNT	511.10	505345	
BEN E KEITH COMPANY	229.42	505412	
FUNCTION 4 LLC	31.00	505456	
ADVANTAGE INTERESTS INC	1,012.84	505459	
FLOWERS BAKING COMPANY OF HOUSTON	59.35	505491	
BAK GLOBAL LLC	50.00	505496	
			1,893.71*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	70.13	505401	
FUNCTION 4 LLC	31.00	505456	
CITIBANK NA	4.23	505495	
			105.36*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO. <sup>236</sup>	TOTAL
AT&T	50.80	505372	
DISH NETWORK	82.36	505421	
FUNCTION 4 LLC	31.00	505456	164.16*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	9.13	505401	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	505446	
FUNCTION 4 LLC	31.00	505456	111.13*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	505456	
CITIBANK NA	21.60	505495	52.60*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	12,650.00	505428	
FORENSIC MEDICAL	106,560.00	505465	119,210.00*
AGRICULTURE EXTENSION SVC			
DAVID OATES	176.20	505450	
FUNCTION 4 LLC	31.00	505456	
TYLER FITZGERALD	183.97	505464	
WALMART CAPITAL ONE	48.25	505481	
HALLEE M SMITH	72.71	505483	
REBECCA CARPENTER	14.18	505501	526.31*
HEALTH AND WELFARE NO. 1			
ENTERGY	70.00	505337	
UNITED STATES POSTAL SERVICE	53.66	505401	
FUNCTION 4 LLC	62.00	505456	185.66*
HEALTH AND WELFARE NO. 2			
CLAYTON THOMPSON FUNERAL HOME	1,500.00	505318	
GRAMMIER-OBERLE FUNERAL HOME	1,500.00	505331	
ENTERGY	70.00	505338	
UNITED STATES POSTAL SERVICE	242.76	505402	
FUNCTION 4 LLC	62.00	505456	
ODP BUSINESS SOLUTIONS, LLC	20.64	505489	
LISA WASHINGTON	224.01	505493	
CITIBANK NA	7.50	505495	3,626.91*
NURSE PRACTITIONER			
FUNCTION 4 LLC	31.00	505456	31.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	505456	31.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	19,477.49	505438	19,477.49*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	505395	
WALMART CAPITAL ONE	73.92	505481	223.92*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	520.47	505330	
M&D SUPPLY	68.97	505349	
ACE IMAGEWEAR	264.04	505366	
S.E. TEXAS BUILDING SERVICE	25,381.80	505367	
TEXAS FIRE & COMMUNICATIONS	105.00	505385	
EMERGENCY POWER SERVICE	773.00	505433	
FUNCTION 4 LLC	31.00	505456	
FLOOR CARE & INTERIOR	12,640.60	505458	



NAME	AMOUNT	CHECK NO.	TOTAL
WES VICE HARDWOODS & SUPPLY INC	363.15	505469	
UNITED REFRIGERATION INC	198.60	505471	
MAINTENANCE-PORT ARTHUR			40,346.63*
ENTERGY	3,931.28	505334	
FUNCTION 4 LLC	93.00	505456	
CITIBANK NA	1,115.00	505495	5,139.28*
MAINTENANCE-MID COUNTY			
ENTERGY	2,031.07	505334	
ACE IMAGEWEAR	79.08	505366	
FUNCTION 4 LLC	31.00	505456	
CHARTER COMMUNICATIONS	49.87	505487	2,191.02*
SERVICE CENTER			
SPIDLE & SPIDLE	16,664.12	505310	
CHUCK'S WRECKER SERVICE	125.00	505315	
HI-LINE	557.46	505340	
J.K. CHEVROLET CO.	88.95	505341	
KINSEL FORD, INC.	2,457.18	505346	
PHILPOTT MOTORS, INC.	1,298.62	505356	
AT&T	87.66	505372	
JEFFERSON CTY. TAX OFFICE	7.50	505387	
JEFFERSON CTY. TAX OFFICE	7.50	505388	
JEFFERSON CTY. TAX OFFICE	7.50	505389	
JEFFERSON CTY. TAX OFFICE	7.50	505390	
JEFFERSON CTY. TAX OFFICE	7.50	505391	
JEFFERSON CTY. TAX OFFICE	7.50	505392	
JEFFERSON CTY. TAX OFFICE	7.50	505393	
JEFFERSON CTY. TAX OFFICE	16.75	505394	
BUMPER TO BUMPER	25.00	505415	
MIGHTY OF SOUTHEAST TEXAS	190.30	505430	
MIDNIGHT AUTO	750.00	505451	
FUNCTION 4 LLC	31.00	505456	
CITIBANK NA	4.23	505495	22,348.77*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	18.78	505401	
UNITED STATES POSTAL SERVICE	33.93	505402	
FUNCTION 4 LLC	62.00	505456	
MOSQUITO CONTROL FUND			114.71*
			390,218.24**
ADAPCO, INC.	131.92	505308	
ENTERGY	390.84	505334	
RITTER @ HOME	439.99	505361	
SANITARY SUPPLY, INC.	82.01	505363	
ACE IMAGEWEAR	64.92	505366	
FUNCTION 4 LLC	31.00	505456	
O'REILLY AUTO PARTS	306.79	505463	1,447.47**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	505456	31.00**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	505456	31.00**
EMPG GRANT			
SOUTHEAST TEXAS WATER	21.45	505371	
VERIZON WIRELESS	2.39	505395	
FUNCTION 4 LLC	65.81	505456	89.65**
JUVENILE PROB & DET. FUND			
JEFFERSON CTY. DISTRICT CLERK	600.00	505344	

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	65.37	505399	665.37**
GRANT A STATE AID			
BI INCORPORATED	56.00	505384	
ODP BUSINESS SOLUTIONS, LLC	233.78	505489	289.78**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	1,267.25	505345	
UNITED STATES POSTAL SERVICE	45.73	505401	
UNITED STATES POSTAL SERVICE	100.44	505402	
FUNCTION 4 LLC	62.00	505456	
CHARTER COMMUNICATIONS	121.42	505486	
BAK GLOBAL LLC	50.00	505496	1,646.84**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	505456	31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	505456	31.00**
SHERIFF'S TRAINING GRANT			
ENTERPRISE RENT A CAR COMPANY	654.00	505444	654.00**
LAW OFFICER TRAINING GRT			
ODP BUSINESS SOLUTIONS, LLC	234.74	505489	234.74**
COUNTY RECORDS MANAGEMENT			
HHM & ASSOCIATES, INC.	497.36	505474	497.36**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	154.50	505312	
M&D SUPPLY	21.99	505349	
FORD PARK	23,000.00	505410	
DISH NETWORK	133.37	505420	
FUNCTION 4 LLC	147.80	505456	
TEXAS TRAVEL ALLIANCE	465.00	505472	
CHAPMAN VENDING	282.30	505477	
ODP BUSINESS SOLUTIONS, LLC	120.46	505489	
MUNRO'S UNIFORM SERVICES, LLC	124.19	505490	
CITIBANK NA	119.99	505495	24,569.60**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	505456	62.00**
COUNTY CLERK HAVA FUND			
TEXAS SECRETARY OF STATE	5,544.11	505479	5,544.11**
CAPITAL PROJECTS FUND			
CITY OF BEAUMONT - CENTRAL COLLECTI	189,974.77	505316	
TIM RICHARDSON	9,000.00	505440	
HONESTY ENVIRONMENTAL SERVICES, INC	1,990.00	505475	
MCFARLAND PLLC	164,722.00	505506	365,686.77**
2012 REFUNDING BONDS			
THE BANK OF NEW YORK MELLON	500.00	505437	500.00**
AIRPORT FUND			
AIRPORT LIGHTING COMPANY	1,398.20	505309	
ENTERGY	11,222.19	505336	
AT&T	469.06	505372	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	62.00	505456	
CITIBANK NA	256.00	505495	13,407.45**
AIRPORT IMPROVE. GRANTS			
COOPER CROUSE HINDS LLC	22,403.30	505505	22,403.30**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	118,862.14	505460	118,862.14**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	349.55	505434	349.55**
LIABILITY CLAIMS ACCOUNT			
TRISTAR RISK MANAGEMENT	799.28	505417	799.28**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,934.38	505417	3,934.38**
SHERIFF'S FORFEITURE FUND			
JACK BROOKS REGIONAL AIRPORT	77.80	505343	
ORANGE COUNTY ASSOCIATION FOR	600.00	505380	
THIRD COAST TINT	200.00	505424	
SILSBEE FORD INC	13,128.50	505441	
LAKE COUNTRY CHEVROLET, INC.	43,800.20	505462	
SKYFLEA AVIATION	455.00	505503	58,261.50**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	15,763.71	505287	
CLEAT	306.00	505288	
JEFFERSON CTY. TREASURER	12,291.27	505289	
RON STADTMUELLER - CHAPTER 13	182.31	505290	
INTERNAL REVENUE SERVICE	208.00	505291	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,800.00	505292	
JEFFERSON CTY. COMMUNITY SUP.	6,830.65	505293	
JEFFERSON CTY. TREASURER - HEALTH	551,461.10	505294	
JEFFERSON CTY. TREASURER - PAYROLL	2,023,094.97	505295	
JEFFERSON CTY. TREASURER - PAYROLL	690,117.44	505296	
MONY LIFE INSURANCE OF AMERICA	43.86	505297	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,562.30	505298	
JEFFERSON CTY. TREASURER - TCDRS	798,325.44	505299	
JEFFERSON COUNTY TREASURER	2,986.08	505300	
JEFFERSON COUNTY - TREASURER -	8,290.62	505301	
NECHES FEDERAL CREDIT UNION	34,590.24	505302	
JEFFERSON COUNTY - NATIONWIDE	57,762.59	505303	
SBA - U S DEPARTMENT OF TREASURY	286.87	505304	
INVESCO INVESTMENT SERVICES, INC	566.66	505305	4,208,470.11**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	410.39	505485	
RUBEN ZAPATA	200.00	505500	610.39**
ARPA CORONAVIRUS RECOVERY			
RB EVERETT & COMPANY, INC.	377,955.00	505325	
BURNS ARCHITECTURE LLC	46,290.00	505502	
FAMILY SERVICES OF SOUTHEAST TX INC	68,016.94	505504	492,261.94**
MARINE DIVISION			
ENTERGY	677.58	505334	
JACK BROOKS REGIONAL AIRPORT	785.46	505343	
RITTER @ HOME	174.21	505361	
SETZER HARDWARE, INC.	24.30	505365	
AT&T	107.52	505372	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	505383	

NAME	AMOUNT	CHECK NO. <sup>240</sup>	TOTAL
VERIZON WIRELESS	37.99	505398	
SIERRA SPRING WATER CO. - BT	173.38	505404	
BUMPER TO BUMPER	104.96	505415	
LONGS TRAILER REPAIR	107.11	505422	
THE DINGO GROUP-PETE JORGENSON MARI	2,863.06	505423	
GALLS LLC	84.64	505447	
VECTOR SECURITY	49.45	505457	
			5,249.66**
SHERIFF - COMMISSARY			
WALMART CAPITAL ONE	232.34	505481	
			232.34**
			5,761,478.37***



STATE OF TEXAS                                 §           IN THE COMMISSIONERS COURT  
 COUNTY OF JEFFERSON                     §           OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
 COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
 PURSUANT TO SEC 312. 401 OF THE TAX CODE  
 (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Linde Reinvestment Zone facility in the Beaumont ETJ, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property, 6145 Hwy 69 S., BEAUMONT, TX (mailing purposes only), Jefferson County, Texas 7705, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 31<sup>st</sup> day of January 2023.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 31<sup>st</sup> day of January, 2023.



[Signature]  
JEFF R. BRANICK  
County Judge

ATTEST [Signature]  
DATE 1/31/2023

[Signature]  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

[Signature]  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

[Signature]  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

[Signature]  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

## Linde Inc. Beaumont ASU Reinvestment Zone Legal Description

CAD Parcel	Owner	Legal Description	Acres
130663	KERR TRACTOR SOUTHWEST LTD	PT TR 23 19A 12.679AC AB 32 P HUMPHREYS	12.679
326346	HUNTER RE HOLDINGS LLC	PT TR 23-19A-1 22.929AC AB 32 P HUMPHREYS	22.929
130751	MASON MARSHA L	P HUMPHREYS-ABS 32 TR 113 6.410 AC	6.410
130748	L'ITALIANO FAMILY PARTNERSHIP	P HUMPHREYS-ABS 32 TR 110 .9672 AC	0.967
130754	DAY HOLDINGS LLC	P HUMPHREYS-ABS 32 TR 116 .9286 AC	0.929
130750	MASON MARSHA L	P HUMPHREYS-ABS 32 TR 112 1.74 AC	1.740
130749	MASON MARSHA L	P HUMPHREYS-ABS 32 TR 111 1.56 AC	1.560
130747	MASON MARSHA L	P HUMPHREYS-ABS 32 TR 109 1.41 AC	1.410
130746	MASON MARSHA L	P HUMPHREYS-ABS 32 TR 108 .770AC	0.770
130745	MASON MARSHA L	P HUMPHREYS-ABS 32 TR 107 .632AC	0.632
130644	LANDRY CAMILLE J ET AL DBA	P HUMPHREYS-ABS 32 TR 22A PT 10-B 4.96AC	4.960
130743	HOLLIER RON (TOD)	P HUMPHREYS-ABS 32 TR 106 1.110 AC	1.110
130657	KERR TRACTOR SOUTHWEST LTD	P HUMPHREYS-ABS 32 TR 1 OF TR 18A PT TR 23 22.728 AC	22.728
130658	KERR TRACTOR SOUTHWEST LTD	P HUMPHREYS-ABS 32 TR 2 OF TR 18A PT TR 23 7.576 AC	7.576
130659	KERR TRACTOR SOUTHWEST LTD	P HUMPHREYS-ABS 32 TR 3A OF TR 18A PT TR 23 2.523 AC	2.523
130660	KERR TRACTOR SOUTHWEST LTD	P HUMPHREYS-ABS 32 TR 3B OF TR 18A PT TR 23 5.047 AC	5.047
130661	KERR TRACTOR SOUTHWEST LTD	P HUMPHREYS-ABS 32 TR 4 OF TR 18A PT TR 23 7.452 AC ABS 257 T&NO #1 .128AC	7.452
130662	KERR TRACTOR SOUTHWEST LTD	P HUMPHREYS-ABS 32 PT TR 23 TR 5 OF TR 18A 11.412 AC ABS 13 W/M CARROLL.232AC&8.897AC ABS 257 T&NO #1 7.431 AC	19.972
139593	KERR TRACTOR SOUTHWEST LTD	ABST 257 T & NO #1 TR 10 PT TR 18A 2.755 AC	2.755
139584	KERR TRACTOR SOUTHWEST LTD	ABS13 PT TR 17A W/M CARROLL.039 & .131AC & 6.107AC ABS32 PT TR 17A P HUMPHREYS .054AC ABS 257 PT TR 17A T&NO #1 12.710ACBISD	19.043
139585	KERR TRACTOR SOUTHWEST LTD	ABST 257 PT TR 17-A T & NO #1 12.010AC ABST 13 PT TR 17A W/M CARROLL 40.677AC & .346 AC	53.033



Reinvestment Zone Map with GPS Coordinates

	Longitude	Latitude
1	30-00' 06.81" N	94-02' 17.91" W
2	30-00' 06.81" N	94-02' 12.35" W
3	29-59' 57.09" N	94-02' 12.35" W
4	29-59' 57.09" N	94-02' 06.80" W
5	29-59' 55.17" N	94-02' 06.80" W
6	29-59' 55.17" N	94-02' 01.07" W
7	29-59' 46.24" N	94-01' 58.80" W
8	29-59' 46.24" N	94-01' 57.07" W
9	29-59' 34.99" N	94-02' 00.07" W
10	29-59' 34.99" N	94-01' 54.77" W







**Amended Jefferson County Voluntary Tow Service Rotation List Guidelines**

**STATE OF TEXAS**

**COUNTY OF JEFFERSON**

The following guidelines will be in effect for tow companies that have voluntarily requested and agreed to be placed on the Jefferson County Sheriff's Office "tow truck rotation list." By filing an application with the Jefferson County Sheriff's Office and requesting to be placed on the rotation list, all tow companies and operators agree to the following terms and conditions pertaining to their participation, and to be in compliance with Title 1.6, Chapters 85 and 86 of the Texas Administrative Code, and Texas Occupations Code, Chapters 2303 and 2308. These guidelines are specific to the Jefferson County Sheriff's Office tow' service rotation list and are applicable to the unincorporated areas of Jefferson County, Texas.

**I.**

**Definitions**

The following definitions shall apply in the interpretation and enforcement of these guidelines.

1. **Abandoned Vehicle:** shall have the same meaning as the term assigned by the Texas Transportation Code §683.002,
2. **Application:** The written document, along with any other required forms, for purposes of registering a tow company, tow truck, or tow truck operator, with the Jefferson County Sheriff's Office
3. **Consent Tow:** shall mean any tow conducted with the permission of, or at the direction of the vehicle's legal or registered owner, or such owner's authorized representative. It does not include a tow initiated by a peace Officer.
4. **Impounding Authority:** shall mean the authority of the Sheriff, any peace officer, or other official having such authority, to impound any vehicle for any lawful reason.
5. **Inoperable Vehicle:** Shall mean any motor vehicle which is disabled due to mechanical failure or malfunction but is not wrecked.
6. **Motor vehicle:** - Shall mean every vehicle which is self-propelled.
7. **Non-Consent Tow:** Shall mean any tow initiated by a peace officer or a tow not considered a "consent tow."
8. **Owner:** Shall mean any person who holds the legal title of a motor vehicle or who has the legal right of possession thereof
9. **Preference Tow:** Tows made at the request of the owner/operator, or custodian of a vehicle for a specific tow service company of choice.
10. **Tow Truck:** Shall mean a motor vehicle or mechanical device adapted or used to tow, winch, or otherwise move disabled vehicles. Wheeled vehicles, including those equipped with a mechanical, electrical or hydraulic wheel lilt, that are used to tow, winch, or otherwise move disabled vehicles are considered tow trucks.

**11. Tow Service Company:** Shall mean an individual, association, partnership, corporation, or other legal entity engaged in the business of towing vehicles for compensation or with the expectation of compensation for the towing or storage of the vehicles and includes the owner, operator, employee, or agent of a towing company.

**12. Wrecked Vehicle:** Shall mean any motor vehicle which is disabled due to collision with another vehicle or object,

**13. Vehicle:** Shall mean every device in or by which any person or property is or may be transported or drawn upon a public highway, except devices moved only by human power or used exclusively upon stationary rails or tracks, and, shall include trailers and semi-trailers.

**14. Drop Fee:** The fee charged for a none consent tow which is disengaged at the request of the vehicle's owner or operator while the towed vehicle is still at the location from which it is being removed.

**15. Setback Line:** A 300-foot distance from the furthest most imaginary line of a crash scene, or vehicle involved in a scene controlled by Law Enforcement within which a tow truck, tow truck driver or its representative is allowed.

### Application for Participation

A Tow Service Company desiring to participate on the Jefferson County Sheriff's Office Voluntary Tow Service Rotation list shall complete and sign with original signature, the application, and also provide any other requested documentation. The application shall be in the form attached hereto as Exhibit "A"

### III.

#### Guidelines for Application:

In order to be placed on the rotating list, a tow company must comply with the following requirements;

1. You must complete a written application and have the document signed by the applicant or the tow company's designated representative. If a tow company requests to be removed from rotation list at any time, it shall be in writing and hand delivered to the *Jefferson* County Sheriff's Office.
2. The tow company must be in compliance with Texas Department of Licensing and Regulation, the Texas Occupations Code Chapters 2303 and 2308, and 16 Texas Administrative Code Chapter 85.
3. The Vehicle Storage Facility used by the tow company must be located within the limits of the County of Jefferson and specifically, within the zone the said wrecker is responding.
4. All vehicles towed or removed by the tow service company in response to a rotating list must be stored at the address of the Vehicle Storage Facility documented on the application, unless the tow truck operator is requested by the owner of the vehicle or law enforcement official to transport the vehicle to another location. In the event the owner requests that the vehicle, be towed to a facility or location other than that utilized by the Tow Service operator, the owner must arrange to pay any additional costs.
2. The tow service company must make any vehicle stored at this facility available to the vehicle owner on a twenty-four (24) hour basis, each day of the week, and shall have a sign clearly visible at the entrance, clearly readable from a street, setting out the name of the storage facility/lot, the street address, and a twenty (24) hour telephone number(s) where the facility owner/operator can be reached to release stored vehicles to owners.
3. The tow service company truck operator must be able to respond to the location where requested by law enforcement within thirty (30) minutes *of the* initial call from dispatch. A tow service company cannot refuse to respond or fail to respond to a call for service from a law enforcement request unless the tow truck(s) are unavailable due to another legitimate engagement for service.

4. A tow service company called to perform service shall be required to perform such service in its own tow truck/company vehicle unless responding to a "preference tow" call. The company may then call another authorized tow truck to respond but the responding tow truck company must be willing to abide by the terms of these guidelines.
5. Tow service companies are required to be on-call for summons by law enforcement in the unincorporated areas of Jefferson County twenty-four (24) hours each day, including weekends and holidays. Each failure to respond to such summons shall be violation of this provision. Three violations of any provision shall cause the Applicant to be suspended unless good cause exists. Applicants may notify the Jefferson County Sheriff's Office in advance regarding any period of unavailability to avoid violating this policy.
6. Nothing in this Section is intended to limit the number of tow trucks a company may operate or register with the County of Jefferson; however, a tow truck service or company may be listed only once on the Sheriff's Office rotation list. If an owner owns multiple tow service companies, each company is allowed to be listed once in the rotation order. When a new applicant is to be placed on the rotating list is approved by the Sheriff's Office, that tow service company will be added to the bottom of the rotation list, however, pre-existing tow services will maintain their place in sequence on the list.
7. A separate rotating list will be maintained by the Sheriff's Office for the purpose of differentiating light-duty and heavy-duty wrecker call out services.

#### IV.

#### Operations Guidelines And Procedure

1. **Call to a Collision Required:** Tow trucks responding to the scene or location of an accident or collision, may do so only if they are responding to a call from the Sheriff's Office, the Department of Public Safety, or an individual responsible for the vehicle involved under a "preference tow." The prohibition of this section shall be inapplicable, provided that it is necessary to prevent death or bodily injury to any person involved in the accident or collision. If a tow truck driver is called to an accident by an individual, they must advise the Sheriff's Office of the person's name, the type of vehicle, and the exact location of the accident or disabled vehicle prior to arrival,
2. **Soliciting Business.:** No person or representative employed by a tow service company shall directly solicit or suggest in any manner, on the streets of the unincorporated areas of Jefferson County, the business of towing any vehicle which is wrecked or disabled due to accident or law enforcement action on a public street, regardless of whether the solicitation is for the purpose of soliciting the business of towing, removing, repairing, wrecking, storing, trading or purchasing said vehicle. Furthermore, no person or representative of a tow company shall approach in any manner, any vehicle owner / operator unless directly requested to do so by a Peace Officer.
3. **Compliance with Peace Officer's Instruction:** While at the scene or location where summoned, the tow truck or tow trucks which have been dispatched, shall submit to the direction of any Law Enforcement Officer investigating the scene and shall carry out his instructions as applicable by law, such as the cleaning of glass or debris from the scene.
4. **Designation of Zone:** Tow service companies placed on the rotation list will only be allowed to respond to tows from the rotation list "Zone" that they are registered within by their application with the Jefferson County Sheriff's Office. This section does not apply when all means to summons a tow company from the respective Zone on the rotation list is unsuccessful, at which time a tow company from the adjacent rotation list Zone may be utilized.

## 5. Rotation Zones:

### Zone One:

All of Jefferson County which is north and west of an imaginary line beginning 100 feet north of the eastern end of Spindletop Road, then following 100 feet north of Spindletop Road in a southwesterly direction to 100 feet north of the intersection of West Port Arthur Road and Hildebrandt Road, then southwesterly to 100 feet east of the intersection of Frint Drive and Labelle Road, then following 100 feet east of Labelle Road in a southerly direction across Highway 73, to the Intracoastal Waterway and then following the north bank of the intracoastal Waterway in a southwesterly direction to the Chambers County line.

### Zone Two:

All of Jefferson County not included in Zone One.

**6. Emergencies and Extenuating Circumstances:** In the event that a peace officer, in the exercise of his sole discretion, determines that conditions exist that pose an eminent potential for injury or death to any person, the officer may summon the first available wrecker to arrive on scene without utilizing the rotation list. All tow companies responding to such a summons shall operate in a reasonable and prudent manner and in compliance with all federal, state or local laws, rules and regulations.

**7. Setback Line:** All wrecker companies, drivers and their representatives shall be required to remain at minimum 300 feet back from the scene, until directed to approach the scene by a Peace Officer.

v.

### Selecting A Participant From Rotation List

1. **Accident Victims Get First Choice.** When law enforcement is investigating an accident, offense, or incident where a tow truck is needed, the law enforcement official shall ask the individuals involved if they have a tow truck preference from among tow truck companies possessing the proper TDLR licensure regardless of whether or not the tow truck company participates in the Jefferson County Sheriffs Rotation List,
  - a) *Victim Preference.* If they have such a preference; he shall instruct the dispatcher to call the tow service company preferred.
  - b) *Exception. Inability to Respond.* The law enforcement officer on scene will honor the preference, unless it is determined that the preferred tow service company cannot respond within 30 minutes of the initial call,
  - c) *Exception. Emergency Situation.* In situations where emergencies exist where time is of the essence and it is necessary to use a none preference tow service company due to potential imminent hazards to the public. This is specifically referred to hereinabove in IV (5).
2. **Using the Rotation List.** In the event the individual has no preference, or is unable to designate a call preference, or the individual's preference does not answer, or is unwilling to provide a tow truck immediately, then the dispatcher shall call the next tow truck service listed on the Rotation List consisting of all participants.
  - a) *Inability to Respond.* If there is no answer or the owners are unwilling or unable to provide a tow truck immediately, then the dispatcher shall call the next tow truck owner on said rotation list and shall continue in this manner until a tow truck is dispatched to the location where needed.

- b) *Failure to Arrive Within 30 Minutes.* Any tow truck dispatched to the scene of an accident shall arrive within 30 minutes of being dispatched. If a call for service is to an area in far west Jefferson County, in the area of the beach, 45 minutes will be allowed. Failure to arrive within that time period shall constitute a violation of this policy. Failure to arrive within the designated time period shall result in the next participant in the rotation being dispatched to the scene of the accident to remove any vehicles designated by the officer in charge of the accident scene.

### Other Provisions

#### 1. Towing Fees.

a) Whenever a vehicle weighing less than 10,000 lbs. is towed and the tow service company is summoned by the Jefferson County Sheriff's Office Voluntary Tow Service Company Rotation List (not including tows that require use of a heavy-duty tow truck) to the areas of Jefferson County, the tow service may not charge a tow fee in excess of \$250.00 for non-consent, non-accident tows. Such maximum charge shall be applicable regardless of whether or not the vehicle is towed from public or private property and shall be complete compensation for all services rendered in connection with the performance of that tow. No additional fees, charges, costs, etc., may be attached to the towing of such vehicle. Fees for all other types of tows, other than non-consent or non-accident tows shall not be greater than the fee schedule posted by the tow service company with the Texas Department of Licensing and Regulation. Excessive or unauthorized fees may be considered a violation of this agreement.

b) "Drop Fee" Maximum drop fee as described in definitions (14) is \$60.00.

2. **Notification Of Inability To Respond:** In the event a company will be unavailable for tows, for any period of time, (vacation, maintenance, or other inability), that company shall notify the Dispatch Office at the Jefferson County Sheriff's Office of their unavailability.

3. **Repeated Violations Of Tow Policy.** Every participating tow company shall comply with the terms or provisions of these guidelines and any applicable federal, state or local statute, administrative rule or regulation.

a) *Three Violations. Suspension and Reinstatement,* In the event any company is found to have committed three violations of the guidelines set forth herein, this participant will be removed from the Rotation. List for a period of thirty (30) days. After the expiration of the thirty (30) day suspension period, the participant may apply for reinstatement.

b Any encroachment / setback violation of this County Ordinance will be considered a violation of this policy and subject to a 30-day suspension.


c) *Excuse. Good Cause.* A violation of this policy may be excused upon a showing of good cause. The existence of good cause shall be finally determined by the Jefferson County Sheriff, in the exercise of his sole discretion. Determination of good cause shall not be subject to appeal.

4. **Annual Review of Regulations:** During September of each year, the Jefferson County Sheriff, at their discretion, may call a meeting of all participants to review, discuss problems or request amendments to this policy. The Jefferson County Sheriff, in the exercise of their sole discretion, shall make a final determination as to what changes, if any, will be made. The Sheriff shall submit any requested changes to the Jefferson County Commissioners' Court for consideration and, if approved, these guidelines shall be amended to reflect said changes.

SIGNED this 4<sup>th</sup> day of April, 2023.

  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



ATTEST   
DATE 4-4-2023

  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





ATTEST \_\_\_\_\_  
 DATE \_\_\_\_\_

*[Faint handwritten signature]*

*[Faint handwritten signature]*

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*[Faint handwritten signature]*

## Trip to Ohio for LaRue to work booth at The Biggest Week in American Birding.

Is the trip budgeted? If not how is the trip to be funded? Funded through HOT Tax Grant/Port Arthur Convention & Visitors Bureau

The registration and travel is covered under a HOT Tax Grant. Port Arthur Convention Visitors Bureau will cover the hotel and meals, rental car, and any incidentals. The only item to come from out of the Visitors Center budget would be her work time.

Is the training mandatory or does the training directly impact the employee's assigned job duties? This is the best opportunity to visit with thousands of birders at one site within just a few days. Birders per capita have more disposable income. International birders make time to travel and learn about birds in different locations. Jefferson County is one of the most popular birding destinations since we're on two migratory flyways. In our County, you can bird at all times of the year. Jefferson County is the hub of 28 birding sites on the Upper Texas coast. This is a great opportunity for the County.

Does the benefit appear to be worth the cost? Definitely. Birders stay longer, and spend more money, while adding money to the tax base.

Is the training available locally or within Texas at a lower cost? This is an exclusive birding festival where we will have the opportunity to talk with tens of thousands of visitors from all over the world, encouraging them to come and stay in Jefferson County, Texas.



ALLISON NATHAN GETZ  
TAX ASSESSOR-COLLECTOR

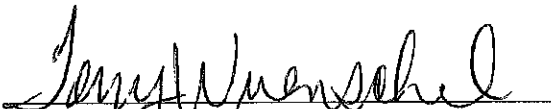


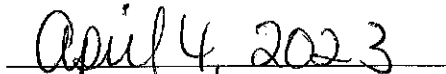
TERRY WUENSCHEL  
CHIEF DEPUTY


**Tax Refund Determination**

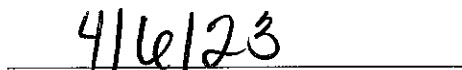
Taxpayer name: M & D Supply, Ace Hardware Store #1925-D  
Address: 4580 College Street, Beaumont, TX 77707  
Account Number: 700000-000/384300-00000  
Amount of Refund: \$5,915.60

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

  
Terry Wuenschel  
Chief Deputy, Tax Assessor-Collector  
Jefferson County

  
Date

  
County Auditor employee

  
Date

COMPOSITE TAX RECEIPT

254

254



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US

After transfer completed

Certified Owner:

M & D SUPPLY INC
ATTN: BRENT DYSON
855 S. 23RD ST
BEAUMONT , TX 77707

Legal Description:

INV F&F M&E VEH

Parcel Address: 4580 COLLEGE ST

Legal Acres: 0.0000

Account No: 700000-000/384300-00000

Year : 2022

Print Date : 04/03/2023

Operator Code: MFARNIE

Rec Type : Levy

Table with columns: Year, Tax Unit Name, Tax Value, Tax Rate, Levy, Penalty & Interest, Coll. Fee, Refund, Total. Includes summary rows for Levy Total, Gross Total, and Grand Total.

Account No: 700000-000/384300-00000

LAST PAYER:

M & D SUPPLY
ACE HARDWARE STORE #1925-D
4580 COLLEGE ST
BEAUMONT , TX 77707

Payment Receipt Dates:

01/13/2023
02/28/2023

LAST PAYMENT DATE: 02/28/2023

DUPLICATE TAX RECEIPT

255

255



ALLISON NATHAN GETZ, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR - COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

M & D SUPPLY INC
ATTN: BRENT DYSON
855 S. 23RD ST
BEAUMONT, TX 77707

Legal Description:

INV F&F M&E VEH

Parcel Address: 4580 COLLEGE ST
Legal Acres: 0.0000

Deposit No: N0228202307A
Validation No: 900000065722291
Account No: 700000-000/384300-00000
Operator Code: EARA

Remit/Seq No: 53465788
Receipt Date: 02/28/2023
Deposit Date: 02/28/2023
Print Date: 03/15/2023
NO.: 185767

payment prior to transfer

Table with 8 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Beaumont Isd, City Of Beaumont, Port Of Beaumont, Drainage District #6, and Sabine-Neches Nav. Dist. Total: \$84,508.35, \$5,915.60, \$0.00, \$90,423.95

Check Number(s):
031363

PAYMENT TYPE:

Checks: \$90,423.95

Exemptions on this property:

Total Applied: \$90,423.95

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
M & D SUPPLY
ACE HARDWARE STORE #1925-D
4580 COLLEGE ST
BEAUMONT, TX 77707

Check 031363 for M&D refund

Michelle Farnie <Michelle.Farnie@jeffcotx.us>

Thu 4/6/2023 9:27 AM

To: Letisia Johnson <Letisia.Johnson@jeffcotx.us>

Cc: Misha Bruno <Misha.Bruno@jeffcotx.us>

THE FACE OF THIS DOCUMENT CONTAINS A COPIED BACKGROUND AND THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN OPTICAL ANTI-COUNTERFEIT MARK AT AN ANGLE TO VIEW

33363 02/28/23 10020

M & D SUPPLY  
ACE HARDWARE STORE NO. 1025 D  
4501 COLLEGE STREET  
BEAUMONT, TEXAS 77707  
(409) 842-3781

CHECK NO. 031363

700065-604/384300-28090

HARCOCK WRITING BANK  
BANK

NINETY THOUSAND FOUR HUNDRED TWENTY-THREE AND 95/100 DOLLARS

CHECK AMOUNT

\$90,423.95

PAY TO THE ORDER OF  
TAX ASSESSOR - COLLECTOR  
JEFFERSON COUNTY  
P O BOX 2112  
BEAUMONT, TX 77704  
USA

90 DAYS AFTER DATE

*Roni Valdez*  
AUTHORIZED SIGNATURE

Sincerely,

Michelle Farnie  
Jefferson County Director of Property Taxes  
P. O. Box 2112  
Beaumont, TX 77704  
409.835.8709 office  
409.784.5848 fax

Please note my new e-mail address: michelle.farnie@jeffcotx.us



CONFIDENTIALITY NOTICE:

THIS TRANSMISSION IS INTENDED FOR THE SOLE USE OF THE INDIVIDUAL AND/OR ENTITY TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION AND/OR ATTACHMENTS THAT ARE PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, DISSEMINATION, DISTRIBUTION, DUPLICATION OR THE TAKING OF ANY ACTIONS IN RELIANCE

**ALLISON NATHAN GETZ**  
TAX ASSESSOR-COLLECTOR



**TERRY WUENSCHEL**  
CHIEF DEPUTY

March 1, 2023

RE: Account # 700000-000-384300-00000

M&D SUPPLY INC  
ACE HARDWARE STORE NO. 1925-D  
**ATTN: LORI VALDEZ**  
4580 COLLEGE STREET  
BEAUMONT, TX 77707

Dear Taxpayer,

We are unable to process your tax payment for the following reason(s):

Check must be payable to Jeff. Co. Tax A/C

Check/money order is not signed

Legal amount on your check is \$10 or more than the courtesy amount

Tax office does not accept two-party checks

Unable to identify account for payment

Failed to enclose your check

Account(s) previously paid [*see enclosed duplicate receipt(s)*]

Your check was damaged by our mail processing equipment

Other: This check was received in our office on 03/01/2023 with a post mark on the envelope of 01/30/2023. Per Lori Valdez, this check has a stop payment and will be returned to payer.

Payment received on 02/28/2023 will be transferred to show that the 2022 Tax Year was paid on time and the P&I will be refunded.

Sincerely,

*Candace Nye*

Tax Deputy, Tax Office  
Jefferson County, Texas

NOT STAPLE OR MAIL PHOTOCOPIES.

MAKE PAYMENT PAYABLE TO:

**JEFFERSON COUNTY TAX A/C**  
TAX ASSESSOR- COLLECTOR  
Jefferson County  
PO Box 2112  
Beaumont, TX 77704

Scan QR Code to access account



Pay by Internet at [WWW.JEFFCO.TAX.COM](http://WWW.JEFFCO.TAX.COM)  
or Phone 1-866-549-1010  
Bureau Code 222888  
Credit/Debit card payments will incur a separate charge for the vendor fee.

258

PID	ACCOUNT NUMBER	AMOUNT PAID
185767	700000-000/384300-00000	84,508.35



CHANGE OF ADDRESS

M & D SUPPLY INC  
% SCOTT HATCHER  
855 S 23RD ST  
BEAUMONT TX 77707-3838

39776  
731560

Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State & Zip: \_\_\_\_\_



70000000038430000000 2022 CN 0008450835 0008450835 0009042395 8

M & D SUPPLY  
VENDOR

N0020

Customer No:

CHECK NO.

031314

DATE	YOUR INV. NO.	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT	NET AMOUNT
329838		01/31/23	84,508.35	84,508.35	.00	84,508.35
	Your Inv No 185767		PERS PROP			
			CHECK TOTAL	84,508.35	.00	84,508.35

*Refunded to customer SA*

*Check was returned to taxpayer with letter dated 3-1-23 MY*

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

31314 01/31/23 N0020

**M & D SUPPLY**  
ACE HARDWARE STORE NO. 1925-D  
4580 COLLEGE STREET  
BEAUMONT, TEXAS 77707  
(409) 842-2731

CHECK NO. 031314

HANCOCK WHITNEY BANK  
84-15/654

EIGHTY-FOUR THOUSAND FIVE HUNDRED EIGHT AND 35/100 DOLLARS

\*\*\*\*\*84,508.35

PAY TO THE ORDER OF  
TAX ASSESSOR - COLLECTOR  
JEFFERSON COUNTY  
P O BOX 2112  
BEAUMONT, TX 77704  
USA

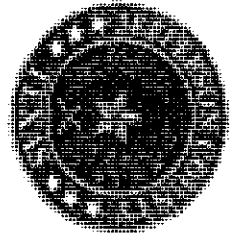
VOID AFTER 90 DAYS

*Rou Valdez*  
AUTHORIZED SIGNATURE

*John L. ...*

259

Name Hand Supply  
 Address 855 S. 23rd St  
 City BIRM State TX Zip 77709



ALLISON NATHAN GETZ, PCC  
 TAX ASSESSOR-COLLECTOR  
 P.O. BOX 2112  
 BEAUMONT, TX 77704-2112

NORTH HOUSTON TX 773  
 30 JAN 2023 PM 5:1

RECEIVED

MAR 01 2023





Permit No. 06-U-23  
Precinct No. 1

NOTICE OF PROPOSED PLACEMENT OF  
PUBLIC UTILITY LINE/Common CARRIER PIPELINE WITHIN  
JEFFERSON COUNTY RIGHT-OF-WAY  
(2003 REVISION)

Date: 4/10/2023

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Gentlemen:

AT&T COMMUNICATIONS

, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of TELECOMMUNICATIONS Fiber CABLE Broussard Ln, location of which is fully described as follows:

2 pages of drawings attached.

Construction will begin on or after APRIL 25TH 2023

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 4/18/2023 and all subsequent revisions thereof to date.

Company BYERS ENGINEERING FOR AT&T

By ASHLEY COOPER

Title BYERS ENGINEERING, PERMIT COORDINATOR

Address 208 SOUTH AKARD RM 1820, DALLAS, TX 7520

Telephone 800-246-8464 / 281-374-3725

Fax No. FTH\_PERMITS@BYERS.COM



FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:


Enclosed, please find the required application fee:

<u>0</u>	road crossing @ \$100.00 _____	\$ <u>N/A</u>
<u>0.13</u>	miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>
	TOTAL _____	\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

**ENGINEERING ACTION FORM**

The minimum standard bond required is \$ N/A

Michelle Falgout   
County Engineer

04/18/2023  
Date

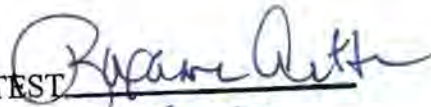
**COMMISSIONERS COURT ORDER**

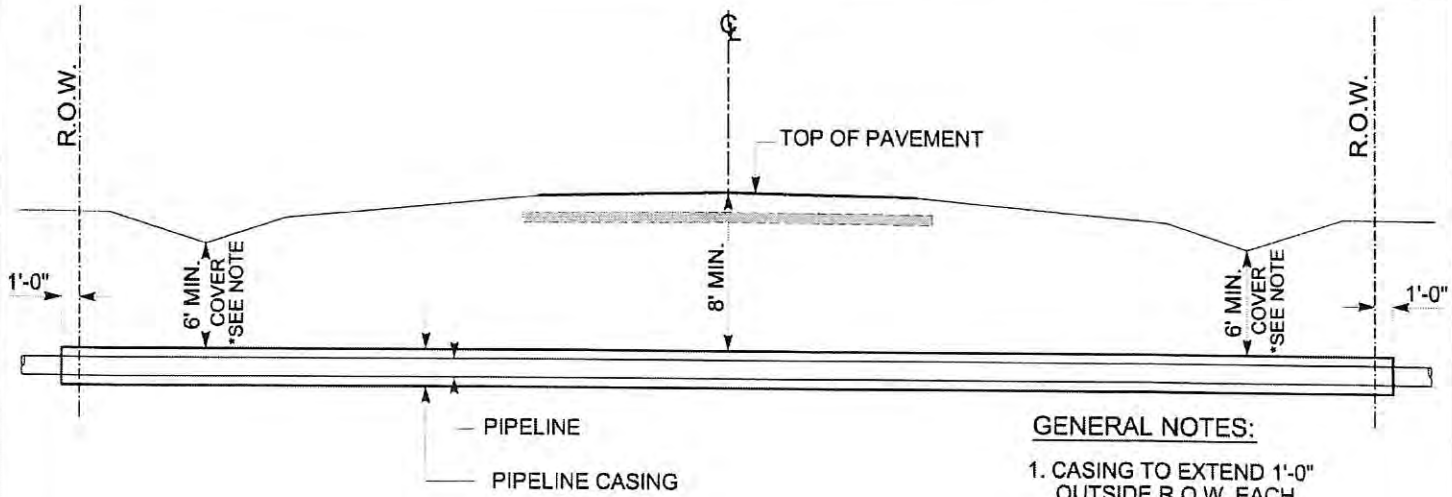
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By   
County Judge



ATTEST   
DATE 4-18-23

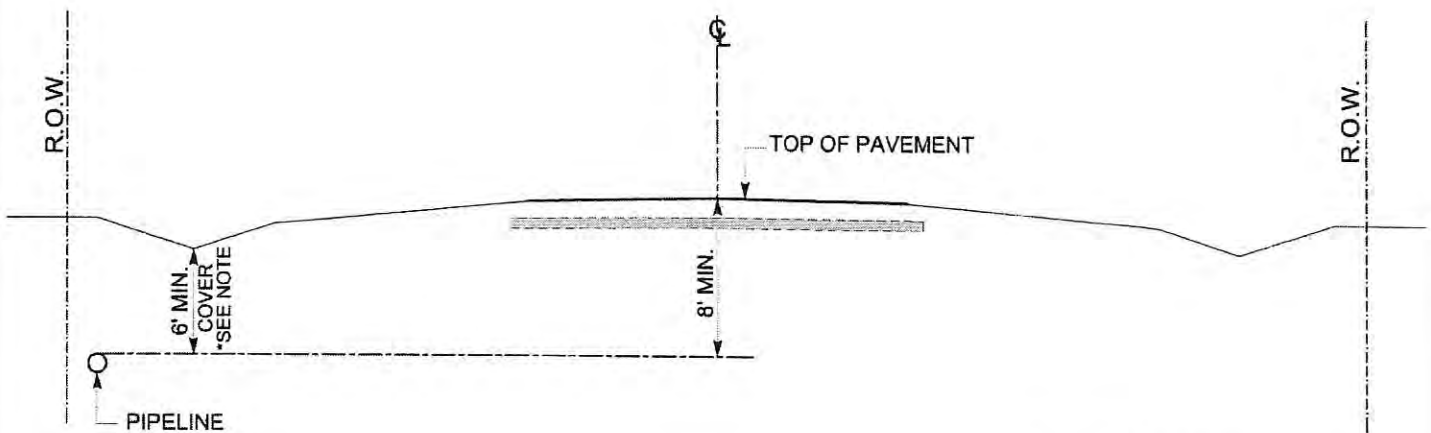


**GENERAL NOTES:**

- 1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
- 2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
- 3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S



**GENERAL NOTES:**

- 1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S

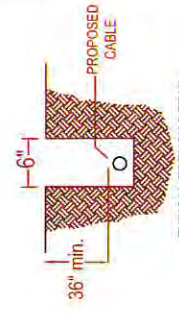


JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

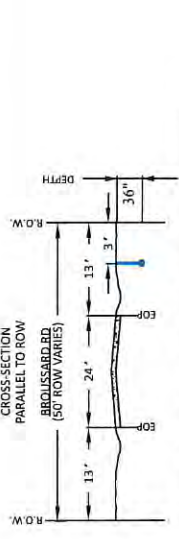
DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

LOCATION MAP



TYPICAL TRENCH DETAIL

1. ALL ROAD CROSSING MUST BE BORED.
2. ALL HANDHOLES SHALL NOT BE PLACED IN DITCH.
3. BORE PITS SHALL BE KEPT AT LEAST 3 FT MINIMUM 5-FT.
4. BORED SECTIONS WILL EXTEND A MINIMUM 5-FT.



CROSS SECTION NOTES & SPECIFICATIONS

1. MINIMUM DEPTH TO TOP OF 1.25" HDPE INNERDUCT CONDUIT SHALL BE AT LEAST 36" BELOW CHOWA OF ROAD AND AT LEAST 36" BELOW CENTERLINE (CL) OF ROAD SIDE DITCH FLOWLINE AND AT LEAST 48" BELOW CHOWA OF ROAD.
2. ALL FIBER OPTIC CABLE, CONDUIT, & FEATURES PLACED SHALL HAVE AT LEAST 24" HORIZONTAL & AT LEAST 24" VERTICAL CLEARANCE FROM ALL INFRASTRUCTURE, EXISTING PIPELINES & UTILITY LINES.
3. CONDUITS SHALL BE 3 FEET FROM ROW

REQUIRED NOTICES:

COMMISSIONER PRECINCT # 04  
 EVERETTE "BO" ALFRED  
 COMMISSIONER PRECINCT NAME: (936) 434 - 5400  
 COMMISSIONER PRECINCT PHONE:

1. CONTRACTOR TO CONTACT DESIGNATED JEFFERSON COUNTY PRECINCT OFFICE LISTED BELOW AT LEAST 10 BUSINESS DAYS BEFORE CONSTRUCTION TO CONTACT LOCATOR & EXPOSE ALL UTILITIES IN AREA BEFORE BORING OR CROSSING.
2. IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL NOTIFY THE DESIGNATED LOCATOR, THE COMPANY AND THE COMMISSIONER PRECINCT OFFICE.
3. CONTRACTOR SHALL CONTACT 811 AT LEAST TWO DAYS BEFORE CONSTRUCTION TO SEND LOCATORS TO MARK THE APPROXIMATE LOCATION OF BURIED UTILITIES AND TO OBTAIN ANY REQUIRED PERMITS AND UTILITY COMPANIES IN THE AREA.
4. IF PROPOSED WORK IS WITHIN 100 FEET OF A SIGNALIZED INTERSECTION, THE CONTRACTOR SHALL NOTIFY THE DESIGNATED LOCATOR, THE COMMISSIONER PRECINCT AT LEAST 48 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.

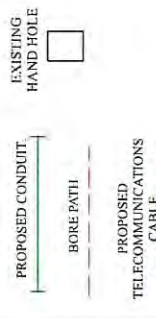
TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:

1. ALL CONSTRUCTION CAN BE COMPLETED IN THE NIGHT WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
2. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETED WORK.
3. ANY WORK IN THE TRENCH OPENED AT ONE TIME SHALL BE BACKFILLED AND COMPACTED IN 10" LIFTS AT THE END OF EACH WORK DAY. (NO TRENCH LIFTS AT THE END OF EACH WORK DAY.)
4. ALL EXCESS EXCAVATION TO BE REMOVED FROM THE PROJECT AREA AT THE END OF EACH WORK DAY. NO DIRT NUSSANCE TO ROADWAY.
5. DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
6. CONSTRUCTION TO TAKE PLACE DURING 5 DAYS.
7. THE PUBLIC PORTION OF THE ROADWAY TO BE OPENED ON A DAILY BASIS TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

RESTORATION NOTES & SPECIFICATIONS:

1. CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO CONSTRUCTION.
2. RIGHT-OF-WAY WILL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETE.
3. ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE RIGHT OF WAY AND THE EXCAVATION FINISHED TO ORIGINAL GRADE. ALL EXCESS GROUND NO BORE PITS TO BE LEFT UNPROTECTED.
4. AREA DISTURBED BY WORK SHALL BE RE-SODDED. THE UTILITY OWNER & THE CONTRACTOR SHALL ACKNOWLEDGE THAT WHEN ANY WORK IS LOCATED IN THE FLOOD PLAIN, THE CONTRACTOR FOR THE PROJECT SHALL BE RESPONSIBLE FOR OBTAINING TO PRE-CONSTRUCTION LEVELS ANY EXCESS EXCAVATION FROM THE WORK SHALL BE REMOVED. THE UTILITY OWNER & THE CONTRACTOR ALSO SHALL ACKNOWLEDGE THAT JEFFERSON COUNTY'S JURISDICTION OVER THE PROJECT DOES NOT REMOVE THE UTILITY OWNERS OBLIGATION TO OBTAIN RESPONSIBILITY TO OBTAIN OTHER FEDERAL, STATE OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.

LEGEND



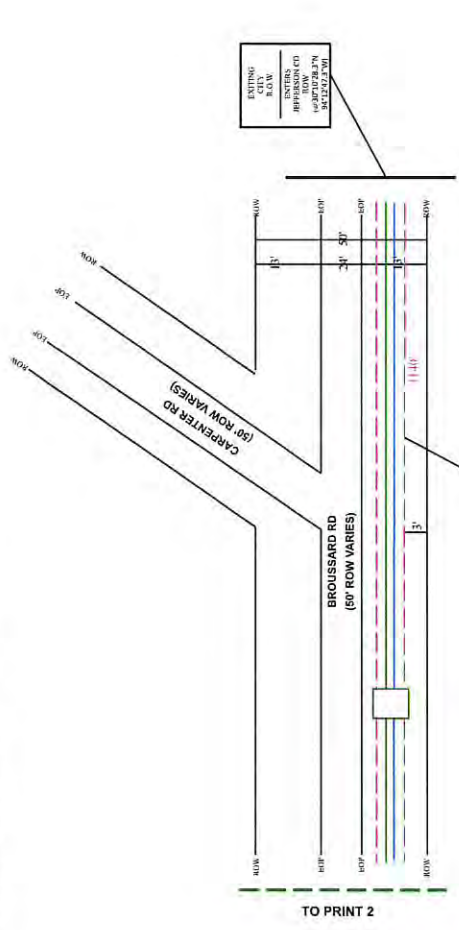
REV: 00

REVDATE: 03/24/2023

ADDRESS:  
 8605 BROUSSARD RD  
 BEAUMONT, TEXAS 77713

PROJECT#  
 A02HZMH  
 NO SCALE

Byers Engineer  
 ANS749  
 DRAWN BY: LEANNA JONES  
 DATE: 02/15/2023  
 KEY MAP:  
 PRINT: 1 OF 3  
 DWG NAME: 8605 BROUSSARD RD



TO PRINT 2

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.

JEFFERSON COUNTY PERMIT PRINT





**REQUIRED NOTICES:**

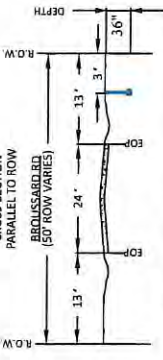
- COMMISSIONER PRECINCT # 04  
 COMMISSIONER PRECINCT NAME EVERETTE "BOB" ALBERD  
 COMMISSIONER PRECINCT PHONE (409) 434-5400
- CONTRACTOR TO CONTACT DESIGNATED JEFFERSON COUNTY PRECINCT OFFICE LISTED AT LEAST 24 HOURS PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO NOTIFY ALL UTILITIES IN AREA BEFORE BORING OR CROSSING. IN THE EVENT OF DAMAGE TO EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL NOTIFY THE UTILITY OWNER, JEFFERSON COUNTY AND THE COMMISSIONER PRECINCT.
  - CONTRACTOR SHALL CONTACT #1 AT LEAST TWO DAYS BEFORE CONSTRUCTION TO SEND LOCATORS TO FIELD. CONTRACTOR TO MARK LOCATORS WITH FLAGS OR PAINT OF APPLICABLE COLOR AND UTILITY COMPANIES IN THE AREA.
  - IF PROPOSED WORK IS WITHIN 100 FEET OF A SIGN, SIGNAL OR LIGHT, THE CONTRACTOR SHALL CONTACT JEFFERSON COUNTY AND THE COMMISSIONER PRECINCT AT LEAST 24 HOURS PRIOR TO CONSTRUCTION TO HAVE UNDERGROUND SIGNAL CABLE LOCATIONS MARKED.

**TRAFFIC & CONSTRUCTION OPERATION SPECIFICATIONS:**

- ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
- ROAD MUST BE KEPT OPEN TO TRAFFIC AND ROADWAY SURFACE TO REMAIN UNCHANGED. SIGNS, SIGNALS, ETC. TO REMAIN UNCHANGED FOR THE PUBLIC.
- NO MORE THAN ONE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10' OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT.)
- ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT OF WAY AT THE END OF EACH WORK DAY. EXCESS EXCAVATION TO BE REMOVED FROM DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
- CONSTRUCTION TO TAKE PLACE DURING 5 DAYS IF IT BECOMES NECESSARY FOR EQUIPMENT TO BE OPERATED OVERNIGHT. CONTRACTOR SHALL TAKE PRECAUTIONS TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.

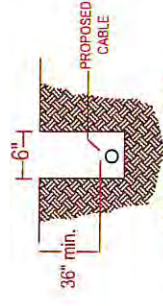
**RESTORATION NOTES & SPECIFICATIONS:**

- CONDITION OF ROAD UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO CONSTRUCTION.
- RIGHT-OF-WAY WILL BE RESTORED TO EQUAL OR BETTER CONDITION WHEN CONSTRUCTION IS COMPLETE.
- ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE WORK AREA. EXCESS MATERIAL TO BE FILL WITH SURROUNDING NATURAL GROUND NO BORE PITS TO BE LEFT UNPROTECTED.
- AREA DISTURBED BY WORK SHALL BE RE-SODDED. THE UTILITY OWNER & THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SOD LOCATED IN THE FLOOD PLAIN. THE CONTRACTOR FOR THE UTILITY OWNER SHALL RESTORE ELEVATIONS TO PRE-CONSTRUCTION LEVELS. ANY EXCESS EXCAVATION FROM THE WORK SHALL BE REMOVED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING STATEMENT OF NO OBJECTION FROM THE UTILITY OWNERS AND THE CONTRACTORS RESPONSIBILITY TO OBTAIN OTHER FEDERAL, STATE, OR LOCAL AUTHORIZATIONS REQUIRED BY LAW.



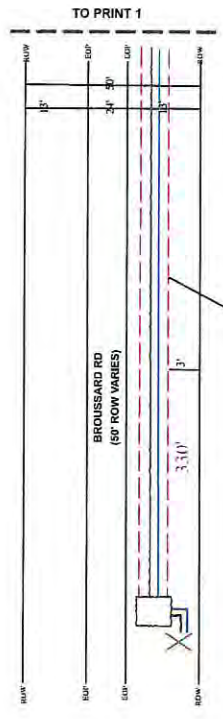
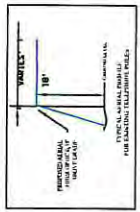
**CROSS SECTION NOTES & SPECIFICATIONS**

- MINIMUM DEPTH TO TOP OF 1.25" HDPE INNERDUCT CONDUIT SHALL BE AT LEAST 36" BELOW GRADE OF ROAD AND AT LEAST 36" BELOW CENTERLINE (C/L) OF ROAD SIDE DITCH FLOW LINE AND AT LEAST 24" BELOW GRADE OF ALL FIBER OPTIC CABLE, CONDUIT & FITTINGS. FITTINGS SHALL HAVE AT LEAST 24" HORIZONTAL & AT LEAST 24" VERTICAL CLEARANCE FROM ALL INFRASTRUCTURE, EXISTING PIPELINES & UTILITY LINES.
- CONDUITS SHALL BE 3 FEET FROM ROW.



**TYPICAL TRENCH DETAIL**

- ALL ROAD CROSSING MUST BE BORED.
- ALL HANDHOLES SHALL NOT BE PLACED IN DITCH.
- BORE PITS SHALL BE KEPT AT LEAST 3 FT FROM THE ROAD.
- BORED SECTIONS WILL EXTEND A MINIMUM 5 FT.

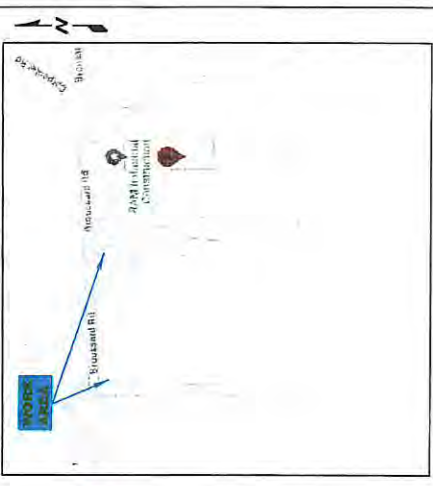


ALL HANDHOLES SHALL BE KEPT AT LEAST 3 FEET FROM ROW.

ALL PLACEMENT SHALL CONFORM TO JEFFERSON COUNTY ENGINEERING DEPARTMENT PIPELINE DETAILS (STD) ATTACHED TO THIS DRAWING.

**JEFFERSON COUNTY PERMIT PRINT**

**LOCATION MAP**



**LEGEND**

- PROPOSED CONDUIT
- BORE PATH
- PROPOSED TELECOMMUNICATIONS CABLE
- EXISTING HAND HOLE
- EXISTING UTILITY POLE

REV: 00

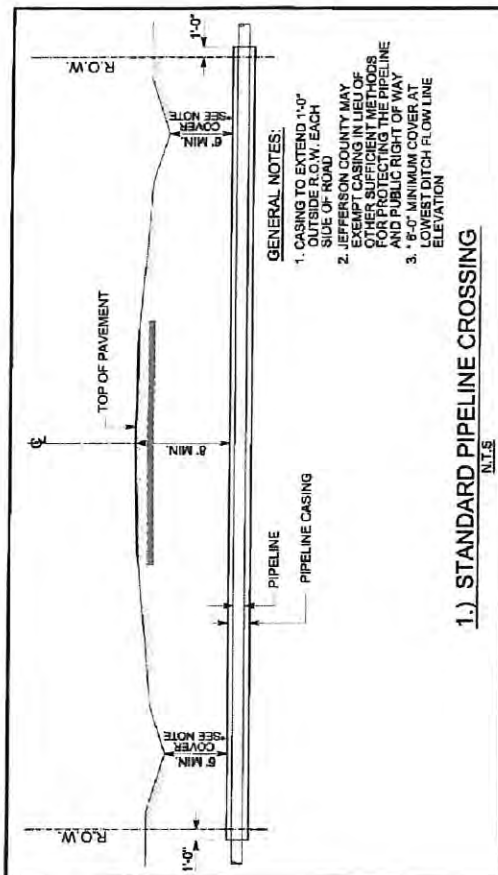
REVDATE: 03/24/2023

ADDRESS:  
 8605 BROUSSARD RD  
 BEAUMONT, TEXAS 77713

PROJECT#  
 A02HZMH  
 NO SCALE

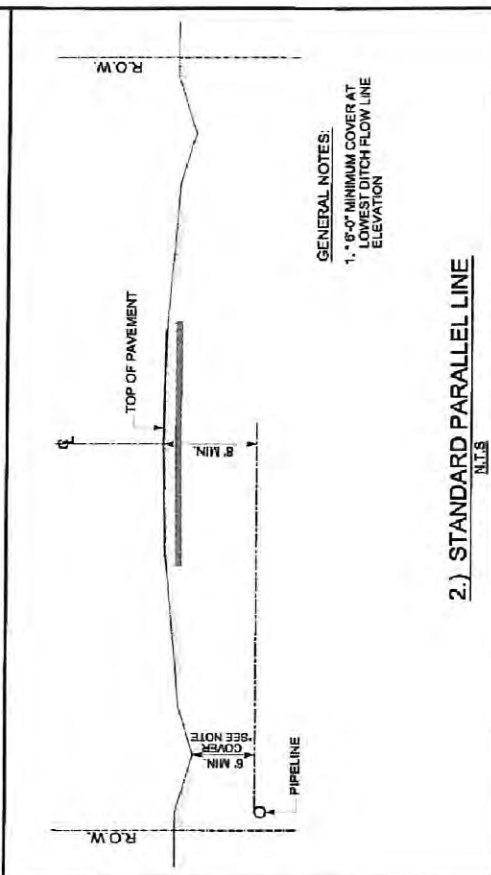
Byers Engineer  
 AM546  
**BYERS ENGINEERING COMPANY**  
 501 Alexander  
 Beaumont, TX 77705  
 (409) 833-1777

DRAWN BY: LEANNA JONES  
 DATE: 02/15/2023  
 KEY: MAP  
 PRINT: 2 OF 3  
 DMC NAME: 8605 BROUSSARD RD




1.) STANDARD PIPELINE CROSSING

N.T.S



2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

DRAWN:	J.D.	REVISED:	01/15/2020
CHECKED:	S.S.	SHEET:	1 OF 1

## UTILITY AND COMMON CARRIER PIPELINE POLICY

### GENERAL REQUIREMENTS

#### Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

#### Application

The permittee must complete, in quinuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

#### Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
  1. It is a common carrier; and
  2. It serves a public purpose; and
  3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

### Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.



### Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

## **SPECIFICATIONS**

### General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

### Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
  2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
  3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

### Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

### Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

### Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

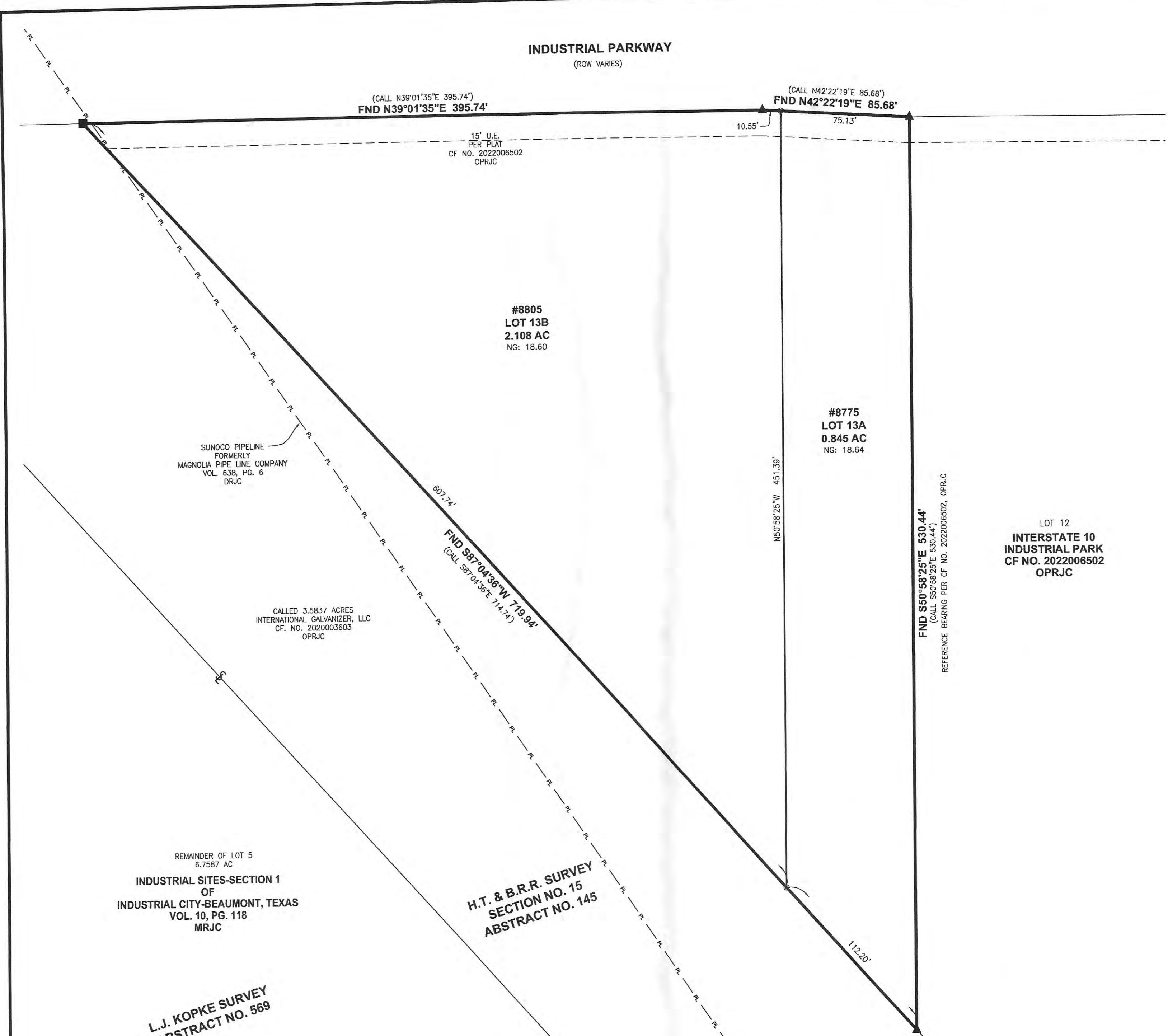
### Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

## **ROUTE MAP**

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.





**NOTES:**

- ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING A PART OF THIS ADDITION.
- PLAT IS DRAWN FOR PROPERTY CONVEYANCE ONLY. IMPROVEMENTS VISIBLE OR OTHERWISE, ARE NOT SHOWN ON THIS PLAT.
- COORDINATES SHOWN ARE REFERENCED TO TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE NAD83.
- ELEVATIONS ARE BASED ON JEFFERSON COUNTY DRAINAGE DISTRICT NO. 6 DATUM REFERENCED TO A FOUND SQUARE SCRIBED ON THE SOUTH CORNER OF THE WEST HEADWALL ON DITCH 300M A.K.A. PEVITOT GULLY, AT STATE HIGHWAY 124. ELEVATION = 19.93
- ALL BUILDING SLABS SHALL BE BUILT TO A MINIMUM ELEVATION OF 21.0, REFERENCED TO BENCHMARK NOTED ON PLAT.
- NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- PLATED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT.
- THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT.
- PLATED PARCEL(S) OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF FLOOD ZONE "X" AS DELINEATED ON THE FEMA FLOOD INSURANCE RATE MAP FOR JEFFERSON COUNTY, COMMUNITY PANEL # 480385-0255 C, DATED AUGUST 6, 2002. FEMA FLOOD ZONE "X" ARE AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOODPLAIN. M.W. WHITELEY & ASSOCIATES, DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAP.
- LOTS SHALL BE GRADED TO DRAIN TO STREET, LOTS SHALL NOT DRAIN ONTO ADJACENT LOTS BEFORE AND AFTER STRUCTURES ARE BUILT.
- FINAL DETERMINATION OF CULVERT SIZE SHALL BE BY JEFFERSON COUNTY PRECINCT OFFICE. MAX 40 FT LENGTH PER DRIVEWAY.
- NO PERSON SHALL INSTALL ANY CULVERT IN ANY DRAINAGE DITCH, INCLUDING ROADSIDE DITCHES, EXCEPT AS PERMITTED FOR DRIVEWAYS.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM, WHICH HAS BEEN APPROVED AND PERMITTED BY JEFFERSON COUNTY.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.

**UTILITY NOTES:**  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENERGY TEXAS, INC.  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
WATER UTILITY SERVICE WILL BE PROVIDED BY: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT.

**MUNICIPAL/ETJ NOTE:**  
THIS SUBDIVISION LIES WITHIN THE AREA OF EXTRA TERRITORIAL JURISDICTION OF THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

**REQUIRED CLEAR SPACES FOR AN OSSF (ON SITE SEWAGE FACILITY)**

Type of Facility	Usage Rate - Gallons per Day (Without Water Saving Devices)	Required Clear Area for OSSF (In Square Feet)	Usage Rate -Gallons per Day (with water saving devices)	Required Clear Area for OSSF (In Square Feet)
Single Family (1-2 Bedrooms) less than 1500 Sq. Ft.	225	6428	180	5143
Single Family (3 Bedrooms) less than 2500 Sq. Ft.	300	8571	240	6857
Single Family (4 Bedrooms) less than 3500 Sq. Ft.	375	10714	300	8571
Single Family (5 Bedrooms) less than 4500 Sq. Ft.	450	12857	360	10286
Single Family (6 Bedrooms) less than 5500 Sq. Ft.	525	15000	420	12000

**Surveyor's Certificate**  
KNOW ALL MEN BY THESE PRESENTS:  
THAT I, THOMAS S. ROWE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

THOMAS S. ROWE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5728

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY THOMAS S. ROWE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 4th DAY OF April, 2023.

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

SUBSCRIBED AND SWORN TO BEFORE ME BY THOMAS S. ROWE AND GIVEN UNDER MY AND SEAL OF OFFICE THIS 4th DAY OF April, 2023.

**County Engineer's Certificate**  
I, MICHELLE FALGOUT P.E., COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS

COUNTY ENGINEER

**The State of Texas  
County of Jefferson**

KNOW ALL MEN BY THESE PRESENTS, THAT BISHOP ENTERPRISES, INC. A TEXAS CORPORATION, MG REAL PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP, AND PARIGI PROPERTY MANAGEMENT, LTD. A TEXAS LIMITED PARTNERSHIP, AS THE OWNERS (COLLECTIVELY THE "OWNERS") OF LOT 13 OF INTERSTATE 10 INDUSTRIAL PARK ACCORDING TO THE PLAT THEREOF RECORDED IN CLERK'S FILE NO. 2022006502, OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID LOT 13 TO BE KNOWN AS LOT 13A & 13B, INTERSTATE 10 INDUSTRIAL PARK, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, AND DO HEREBY DEDICATE TO THE PUBLIC ALL OF THE EASEMENTS SHOWN ON THIS PLAT FOR STREETS, UTILITIES, AND DRAINAGE PURPOSES AND HEREBY IMPOSE UPON THE LAND THE LIMITATIONS AND RESTRICTIONS REFLECTED IN THIS PLAT AS COVENANTS RUNNING WITH THE LAND.

PARIGI PROPERTY MANAGEMENT, LTD., A TEXAS LIMITED PARTNERSHIP,  
BY: PARIGI INVESTMENTS, INC.  
A TEXAS CORPORATION, GENERAL PARTNER  
*[Signature]*  
BY: SAM C. PARIGI, JR.  
ITS PRESIDENT

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF April, 2023, BY SAM C. PARIGI, JR., PRESIDENT OF PARIGI INVESTMENTS, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION, GENERAL PARTNER ON BEHALF OF PARIGI PROPERTY MANAGEMENT, LTD., A TEXAS LIMITED PARTNERSHIP.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

BISHOP ENTERPRISES, INC., A TEXAS CORPORATION  
BY: *[Signature]*  
JARED C. BISHOP  
ITS PRESIDENT

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF April, 2023, BY JARED C. BISHOP, PRESIDENT OF BISHOP ENTERPRISES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

MG REAL PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP  
BY: MODERN INDUSTRIAL SERVICES, INC.  
A TEXAS CORPORATION, GENERAL PARTNER  
*[Signature]*  
BY: BEN BROUSSARD  
CHIEF FINANCIAL OFFICER

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4th DAY OF April, 2023, BY BEN BROUSSARD, CHIEF FINANCIAL OFFICER OF MODERN INDUSTRIAL SERVICES, INC., A TEXAS CORPORATION, ON BEHALF OF SAID CORPORATION, GENERAL PARTNER ON BEHALF OF MG REAL PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

State of Texas  
County of Jefferson

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

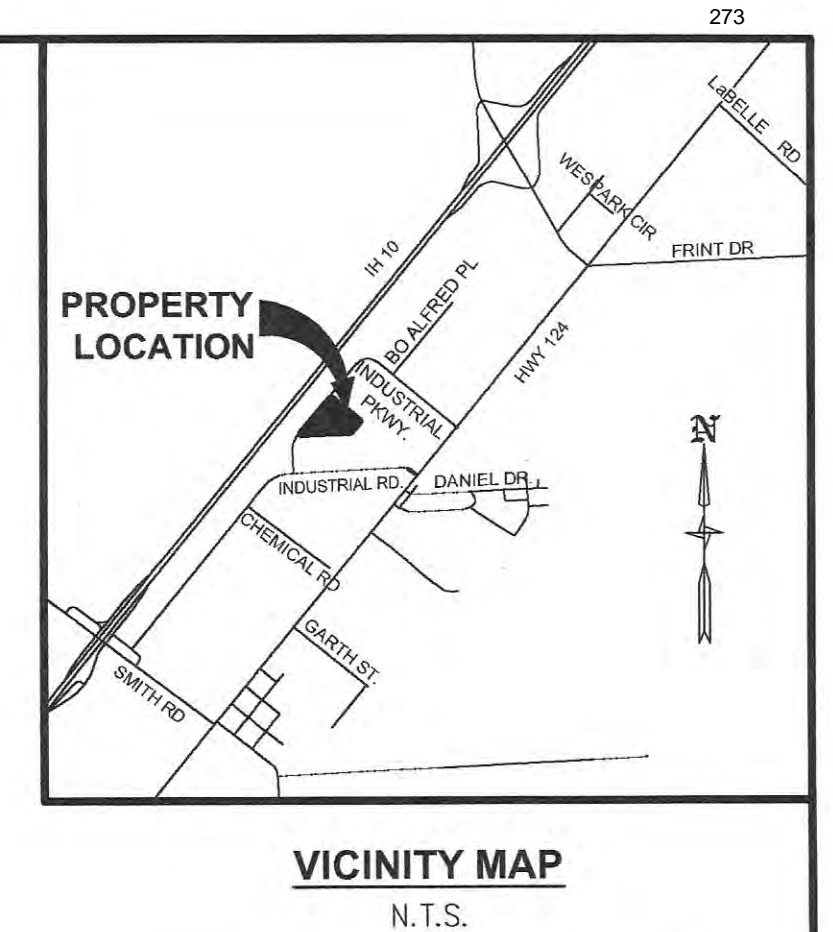
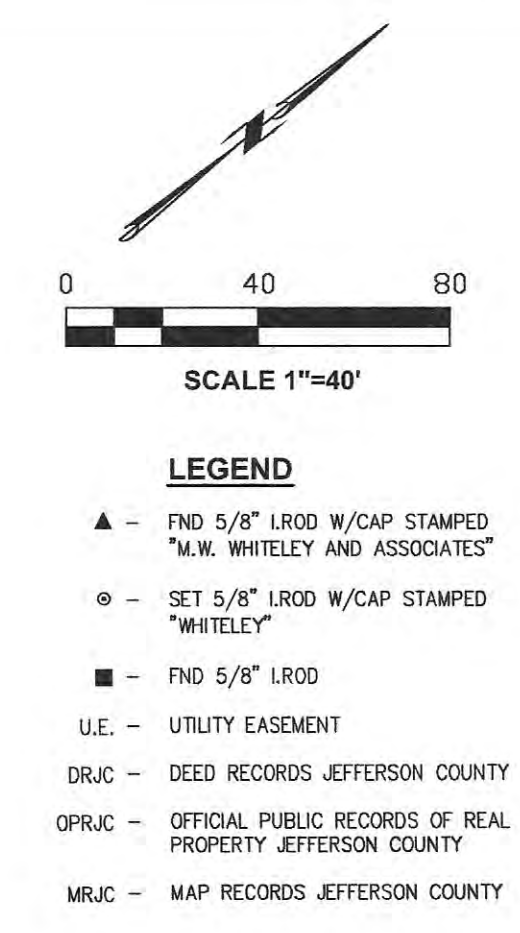
COMMISSIONER PRECINCT NO. 1  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS



**BENCHMARK DATA**

NORTHING	EASTING	ELEVATION
13,939,333.59	3,489,243.63	19.93

SEE NOTE 4 FOR DESCRIPTION

**The State of Texas  
County of Jefferson**

COMMERCIAL BANK OF TEXAS, N.A. A NATIONAL BANKING ASSOCIATION ("LENDER") IS THE OWNER AND HOLDER OF THE LIEN DESCRIBED IN THAT CERTAIN DEED OF TRUST DATED AS OF DECEMBER 18, 2020 (THE "DEED OF TRUST"), EXECUTED BY OWNER FOR THE BENEFIT OF LENDER., AND RECORDED UNDER CLERK'S FILE NO. 202038694 IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, HEREBY CONSENTS TO THIS REPLAT AND JOINS HEREIN TO SUBORDINATE ITS LIENS TO THIS REPLAT.

COMMERCIAL BANK OF TEXAS, N.A.  
BY: *[Signature]*  
PRINTED NAME: James D. Mirza  
TITLE: Executive Vice President

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5th DAY OF April, 2023, BY JAMES D. MIRZA, Executive Vice President OF COMMERCIAL BANK OF TEXAS, N.A., A NATIONAL BANKING ASSOCIATION, ON BEHALF OF SAID NATIONAL BANKING ASSOCIATION.

*[Signature]*  
NOTARY PUBLIC, STATE OF TEXAS

WESTON K CRAWFORD  
Notary Public  
State of Texas  
ID # 13320222-9  
My Comm. Expires 07/06/2025

**State of Texas  
County of Jefferson**

I, \_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, IN CLERK'S FILE NO. \_\_\_\_\_.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

DEPUTY COUNTY CLERK, JEFFERSON COUNTY, TEXAS

**2.953 ACRES** **2 LOTS**

**REPLAT  
OF  
LOT 13  
INTERSTATE 10 INDUSTRIAL PARK  
CF NO. 2022006502  
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY  
JEFFERSON COUNTY, TEXAS  
INTO  
LOTS 13A AND 13B  
INTERSTATE 10  
INDUSTRIAL PARK  
H.T. & B.R.R. SURVEY SECTION NO. 15 ABSTRACT NO. 145  
JEFFERSON COUNTY, TEXAS**

**WHITELEY  
INFRASTRUCTURE GROUP**

Texas Engineering Firm No. F-2633  
Texas Surveying Firm No. 10106700  
Louisiana Surveying Firm No. VF0000874  
655 Langham Road, #14, Beaumont, Texas 77707  
409-892-0421 | www.whiteleyinfra.com

APRIL 2023 **SCALE 1"=40'**

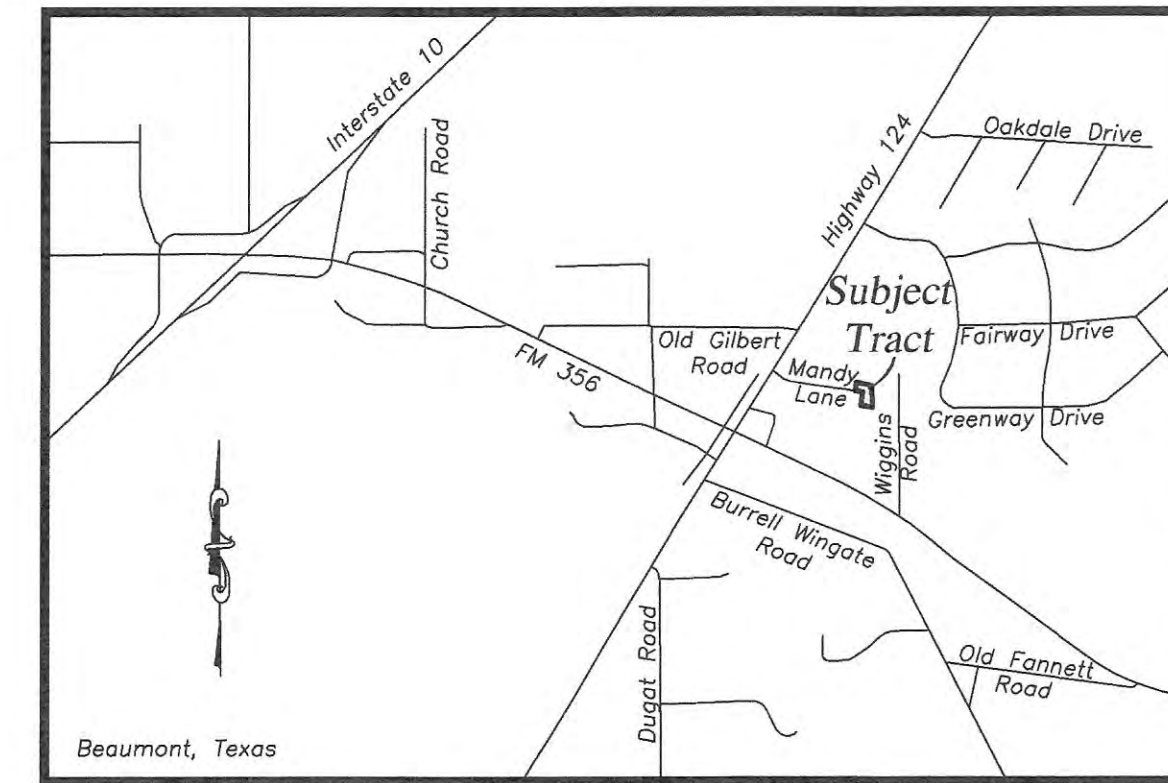


I, \_\_\_\_\_, County Clerk of Jefferson County, Texas do hereby certify that the within instrument was filed for registration in my office and duly recorded on \_\_\_\_\_, 2023, in County Clerk's File No. \_\_\_\_\_ Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

By: \_\_\_\_\_ Deputy

# Replat of Lot 3 of Mandy Lane Addition into Lot 3A, Lot 3B out of the Joseph Gallier Survey, Abstract No. 130, Jefferson County, Texas



**Vicinity Map**  
(Not to Scale)

**Surveyor's Notes:**

- (1) This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
- (2) No underground utilities or other improvements were located or shown as a part of this survey.
- (3) All coordinates are based on the NAD 83 Texas State Plane Coordinate System, Texas South Central Zone (4204).
- (4) According to FEMA's Flood Insurance Rate Map (FIRM) No. 480385 0265 C, dated August 06, 2002, the subject tract appears to be located in Flood Zone x. Flood Zone location is based on scaled FIRM only. Access Surveyors, LLC, does not warrant nor subscribe to the accuracy of said FIRM.
- (5) Mandy Lane is a private road and will be maintained by the residence of said private road.

**LEGAL NOTE DESCRIPTION - 1.657 Acres**

Being all of that called Lot 3 of the Mandy Lane Addition, of record in Clerk's File No. 2020012110 of the Map Records of Jefferson County, Texas.

**DEVELOPMENT REGULATIONS NOTES:**

No construction or other development within this Minor Plat may begin until all Jefferson County Development requirements have been met.

**SCHOOL DISTRICT NOTE:**

This Minor Plat is within the boundaries of the Hamshire-Fannett ISD.

**UTILITY NOTES:**

- Electric Utility Service will be provided by: Entergy Texas, Inc.
- Telephone Utility Service will be provided by: Unknown
- Gas Utility Service will be provided by: Unknown
- Water Utility Service will be provided by: West Jefferson County Municipal Water District
- Sewer Utility Service will be provided by: Unknown
- Cable Utility Service will be provided by: Unknown

**SEWAGE DISPOSAL NOTE:**

No structure in this subdivision shall be occupied until connected to an individual water supply, state approved community water system, or engineered rain water collection system.

**WATER SUPPLY NOTES:**

Hamshire Community WSC, an approved public water supply system, has adequate quantity to supply the subdivision, but provision have not been made by developer to provide service to each lot in accordance with the policies of the water district.

**PIPELINE EASEMENT NOTE:**

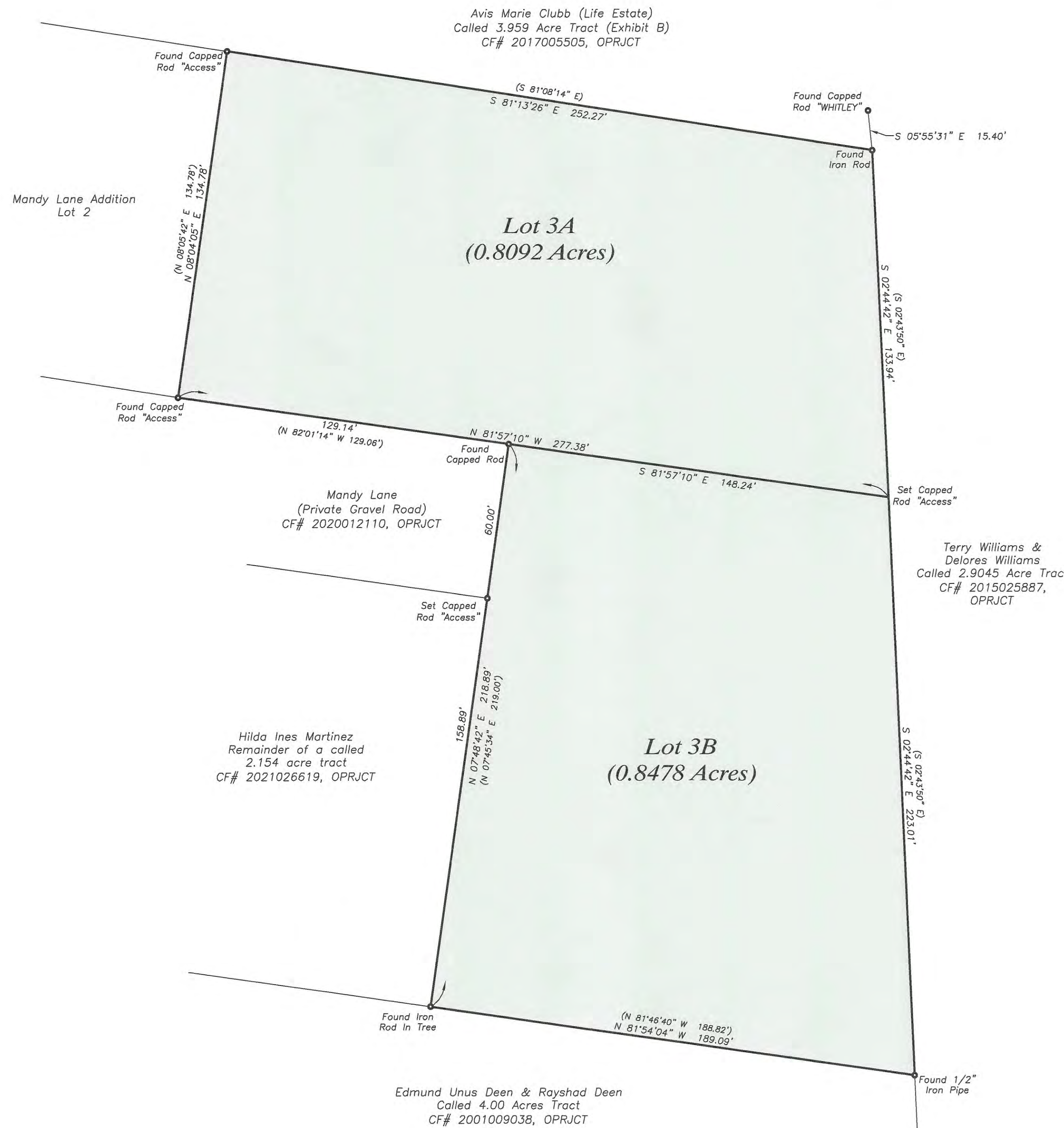
All visible pipeline easement within the limits of the subdivision have been shown.

**DRAINAGE EASEMENT NOTE:**

All Drainage easements shown hereon shall be kept clear of fences, buildings, plantings, and other obstruction to the operation and maintenance of the drainage facilities.

**BENCHMARK NOTE:**

Benchmark: Shown hereon, labeled with Texas State Plane coordinates and elevations.



**Surveyor's Certificate:**

I, Scott N. Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat complies with all existing rules and regulations of the office as adopted by commissioner's court of Jefferson County, Texas.

Dated: MARCH 23, 2023

Scott N. Brackin  
Registered Professional Land Surveyor No. 6650



**Ownership Certificate:**

State of Texas  
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Ruben Romero & Ma Dolores Romero, owners of Lot 3 of the Mandy Lane Addition (date: 04/20/20) Clerk's File No. 2020012110, MRJCT, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 10<sup>th</sup> day of April, 2023.

Ruben Romero (Owner)

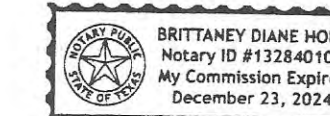
Ma Dolores Romero (Owner)

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Ruben Romero & Ma Dolores Romero known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 10<sup>th</sup> day of April, 2023.

By: \_\_\_\_\_  
Notary public in and for the state of Texas



**CERTIFICATE OF COUNTY ENGINEERING:**

I, \_\_\_\_\_ County Engineering of Jefferson County, Texas, DO HEREBY certify that the plat of this subdivision complies with all existing rules and regulations of this office adopted by the Commissioners Court of Jefferson County, Texas.

\_\_\_\_\_  
County Engineering

**CERTIFICATE OF COUNTY APPROVAL TO WIT:**

STATE OF TEXAS, COUNTY OF JEFFERSON

Approved by the Commissioners Court of Jefferson County, Texas on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, authorizing the filing of this plat. Jefferson County assumes no obligations for the maintenance of streets, roads, drainage or any other improvements.

\_\_\_\_\_  
Commissioner, Precinct No. 1  
Jefferson County, Texas

\_\_\_\_\_  
Commissioner, Precinct No. 2  
Jefferson County, Texas

\_\_\_\_\_  
Commissioner, Precinct No. 3  
Jefferson County, Texas

\_\_\_\_\_  
Commissioner, Precinct No. 4  
Jefferson County, Texas

\_\_\_\_\_  
County Judge  
Jefferson County, Texas

Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 1500 sq. ft.	225	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 2500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 3500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes



STATE OF TEXAS  
COUNTY OF JEFFERSON

\_\_\_\_\_, COUNTY CLERK OF JEFFERSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M., AND DULY RECORDED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023, AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M., IN THE PLAT RECORDS OF JEFFERSON COUNTY, TEXAS, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

COUNTY CLERK, JEFFERSON COUNTY, TEXAS

### GENERAL NOTES

BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: GEOMAX ZOOM 90 & GEOMAX ZENITH 35 [DATE OF LAST FIELD VISIT: 02/27/2023]

BEARINGS SHOWN ON THIS SUBDIVISION PLAT ARE BASED ON TEXAS GRID NORTH (NAD 83) SOUTH CENTRAL ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS SHADED X (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD). COMMUNITY PANEL NO.: 4803850355C DATED: 08/06/2002

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

TEXAS REGISTRATION NO. 10194197

### LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- IPS IRON PIN SET (1/2" REBAR WITH CAP)
- IPF IRON PIN FOUND
- RB REBAR
- CMF CONCRETE MONUMENT FOUND
- OTP OPEN-TOP PIPE
- N/F NOW OR FORMERLY
- R/W RIGHT-OF-WAY

### GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.02 FEET (HORZ) 0.10 FEET (VERT)  
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY  
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE

DATES OF SURVEY: 09/20/2022  
DATUM / EPOCH: NAD\_83(2011)/EPOCH:2010.0000  
PUBLISHED / FIXED CONTROL USE: N/A  
GEOID MODEL: 18  
CONVERGENCE ANGLE: 02'17.228402"  
BENCHMARKS USED: DN4512, DH3614, DH3606, DH3612, DE8095, DP7417, DE5999, DP2490

### METES & BOUNDS DESCRIPTION

BEING 7.51 ACRES OF LAND, A REPLAT OF OUT OF LOTS 4 AND 5, VAN NOORD ESTATES SECTION ONE, RECORDED IN VOLUME 15, PAGE 218, JEFFERSON COUNTY RECORDS, BEING THE SAME PROPERTY AS THAT 5.01 ACRES TRACT CONVEYED TO JOHNNY RAY TATE AND WIFE, MARY LOUISE TATE BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN INSTRUMENT NO. 2016008958 AND THAT 2.50 TRACT CONVEYED TO JOHNNY RAY TATE AND SPOUSE, MARY SUIRE TATE BY GENERAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2018002086, JEFFERSON COUNTY RECORDS, SAID 7.51 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-INCH OPEN-TOP PIPE FOUND THE AT THE SOUTHEAST CORNER OF LOT 4, VAN NOORD ESTATES SECTION ONE, AS RECORDED IN VOLUME 15, PAGE 218, JEFFERSON COUNTY RECORDS, BEING LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF COON ROAD (HAVING A 60-FOOT RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY LINE OF ENGLIN ROAD (HAVING A 60-FOOT RIGHT-OF-WAY);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF COON ROAD, SOUTH 87°09'07" WEST, 312.00 FEET TO A POINT AT A CORNER COMMON TO LOTS 4 AND 5;

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE OF COON ROAD AND RUNNING ALONG THE LINE COMMON TO LOTS 4 AND 5, NORTH 02°50'08" WEST, 348.63 FEET TO A 5/8-INCH CAPPED REBAR FOUND (M.W. WHITELEY & ASSOCIATES);

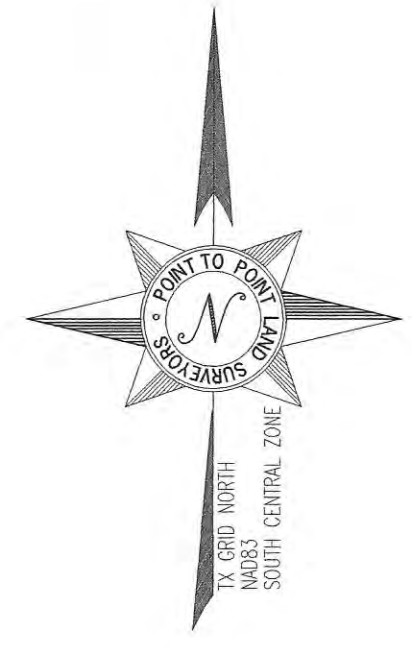
THENCE LEAVING SAID LOT LINE AND RUNNING, SOUTH 87°08'57" WEST, 309.95 FEET TO A 5/8-INCH CAPPED REBAR FOUND ON THE WEST LINE OF LOT 5;

THENCE ALONG SAID LOT LINE, NORTH 02°49'39" WEST, 351.37 FEET TO A 1-INCH OPEN-TOP PIPE FOUND AT THE NORTHWEST CORNER OF LOT 5;

THENCE ALONG THE NORTH LINE OF LOT 5, NORTH 87°08'57" EAST, 309.90 FEET TO A 1-INCH OPEN-TOP PIPE FOUND AT A CORNER COMMON TO LOTS 4 AND 5;

THENCE ALONG THE NORTH LINE OF LOT 4, NORTH 87°09'07" EAST, 312.00 FEET TO A 3/4-INCH OPEN-TOP PIPE FOUND AT THE NORTHEAST CORNER OF LOT 4, BEING LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF ENGLIN ROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF ENGLIN ROAD, SOUTH 02°50'08" EAST, 700.00 FEET TO A 1-INCH OPEN-TOP PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING.  
BEARINGS BASED ON TEXAS GRID NORTH, NAD83, SOUTH CENTRAL ZONE.  
SAID TRACT CONTAINS 7.51 ACRES (327,298 SQUARE FEET), MORE OR LESS.



LOT 4-A

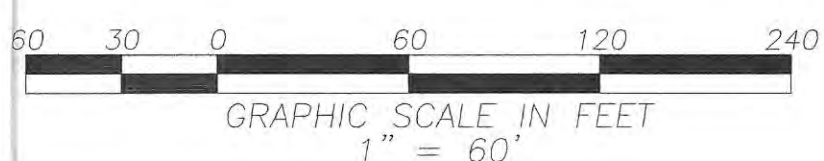
LINE	BEARING	DISTANCE
L1	S87°09'07"W	312.00'
L2	N02°50'08"W	588.00'
L3	N87°09'07"E	312.00'
L4	S02°50'08"E	640.00'

LOT 5-A

LINE	BEARING	DISTANCE
L5	S87°08'57"W	309.95'
L6	N02°49'39"W	351.37'
L7	N87°08'57"E	309.90'
L8	S02°50'08"E	12.00'
L9	S87°09'52"W	100.00'
L10	S02°50'08"E	100.00'
L11	N87°09'52"E	100.00'
L12	S02°50'08"E	239.37'

LOT 5-B

LINE	BEARING	DISTANCE
L13	S02°50'08"E	60.00'
L14	S87°09'07"W	312.00'
L15	S02°50'08"E	52.00'
L16	S87°09'52"W	100.00'
L17	N02°50'08"W	100.00'
L18	N87°09'52"E	100.00'
L19	N02°50'08"W	12.00'
L20	N87°09'07"E	312.00'



### DEVELOPMENT REGULATIONS NOTES:

DEVELOPMENT REGULATIONS NOTES:  
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS PLAT MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.

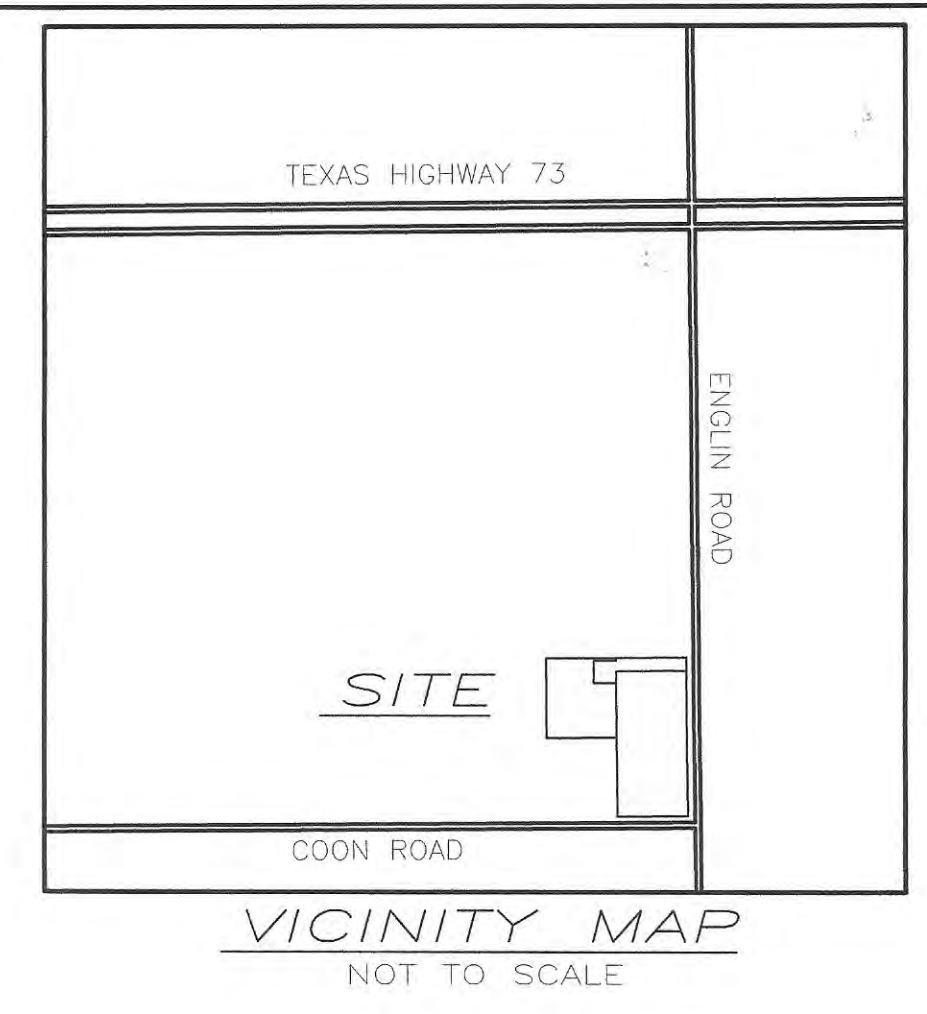
SCHOOL DISTRICT NOTE:  
THIS MINOR PLAT IS WITHIN THE BOUNDARIES OF THE HAMSHIRE-FANNETT ISD

UTILITY NOTES:  
ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY: ENTERGY TEXAS  
TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY: AT&T  
GAS UTILITY SERVICE WILL BE PROVIDED BY: CENTERPOINT ENERGY  
WATER UTILITY SERVICE WILL BE PROVIDED BY: TRINITY BAY CONSERVATION DISTRICT  
SEWER UTILITY SERVICE WILL BE PROVIDED BY: TRINITY BAY CONSERVATION DISTRICT  
CABLE UTILITY SERVICE WILL BE PROVIDED BY: DISH

### CERTIFICATION OF SURVEYOR:

I, JUSTIN KYLE LAWRENCE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS CERTIFY THAT THIS PLAT HAS BEEN PREPARED FROM AN ACTUAL SURVEY ON THE GROUND, THAT ALL CORNERS WERE FOUND OR SET AS NOTED AND THAT THIS PLAT CORRECTLY REPRESENTS SAID SURVEY BY ME AND IS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF JEFFERSON COUNTY.

*Justin Kyle Lawrence*  
03/27/2023  
JUSTIN KYLE LAWRENCE  
TEXAS PROFESSIONAL LAND SURVEYOR LICENSE NO. 6589



## TRACTS 4-A, 5-A, & 5-B

7.51 ACRE REPLAT OUT OF LOTS 4 & 5,  
VAN NOORD ESTATES SECTION ONE  
VOLUME 15, PAGE 218  
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PRESENTS, THAT WE JOHNNY RAY TATE AND WIFE, MARY LOUISE TATE, OWNERS OF 5.01 ACRES OF LAND OUT OF THE B. A. VANCOCU SURVEY, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED MARCH 22, 2016, AND RECORDED IN INSTRUMENT NO. 2016008958, JEFFERSON COUNTY DEED RECORDS, AND THAT WE JOHNNY RAY TATE AND SPOUSE, MARY SUIRE TATE, OWNERS OF 2.50 ACRES OUT OF THE B. A. VANCOCU SURVEY, JEFFERSON COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED JANUARY 17, 2018, AND RECORDED IN INSTRUMENT NO. 2018002086, DO HEREBY SUBDIVIDE 7.51 ACRES OF LAND OUT OF VAN NOORD ESTATES SECTION ONE, TO BE KNOWN AS "TRACTS 4-A, 5-A, & 5-B, 7.51 ACRE REPLAT OUT OF LOTS 4 & 5, VAN NOORD ESTATES SECTION ONE, VOLUME 15, PAGE 218, JEFFERSON COUNTY, TEXAS" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATED TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023

JOHNNY RAY TATE, OWNER

MARY SUIRE TATE, OWNER

STATE OF TEXAS  
COUNTY OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHNNY RAY TATE AND MARY SUIRE TATE (AKA MARY LOUISE TATE) KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

NOTARY PUBLIC IN AND FOR JEFFERSON COUNTY, TEXAS

### CERTIFICATE OF COUNTY ENGINEER:

I, \_\_\_\_\_ COUNTY ENGINEER OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE COMMISSIONER'S COURT OF JEFFERSON COUNTY, TEXAS.

COUNTY ENGINEER

STATE OF TEXAS  
COUNTY OF JEFFERSON

APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2023, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATIONS FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE OR ANY OTHER IMPROVEMENTS.

COMMISSIONER PRECINCT NO. 1  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 2  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 3  
JEFFERSON COUNTY, TEXAS

COMMISSIONER PRECINCT NO. 4  
JEFFERSON COUNTY, TEXAS

COUNTY JUDGE  
JEFFERSON COUNTY, TEXAS

DATE	RELEASE DESCRIPTION
03/24/23	COUNTY COMMENTS
03/27/23	COUNTY COMMENTS

A SUBDIVISION PLAT PREPARED FOR:

POINT TO POINT LAND SURVEYORS  
100 Governors Trace, Ste. 103 Peachtree City, GA 30269  
(p) 678.565.4440 (f) 678.565.4497  
(w) pointtopointsurvey.com



COUNTY: JEFFERSON

STATE: TEXAS

DATE: 03/01/2023

DRAWN BY: NRW

CHKD BY: JKL

APPRVD BY: D. MILLER

JOB #: 230160TX

SHEET NUMBER:

1  
OF 1 SHEETS





---

Compliance with  
**OUT OF STATE TRAVEL POLICY**

Event: Concerns of Police Survivors Week  
Washington, D.C.  
May 10 through May18, 2023

1. **Is the trip budgeted?** No
  - a. **If not, how is the trip to be funded?** Forfeiture Account
  
2. **Is the training mandatory, or does the training directly impact the employee's assigned job duties?** This trip is to honor fallen Deputy LaQuintin Wilson.
  
3. **Does the benefit appear to be worth the cost?** Yes, Captain Aaron Morris will be representing Jefferson County in the Memorial Service recognizing our fallen officer.
  
4. **Is the training available locally or within the state of Texas?** No, this Memorial Service is being held in Washington, D.C.





JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

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

277

277

Donta Miller  
Chief of Law Enforcement  
[donta.miller@jeffcotx.us](mailto:donta.miller@jeffcotx.us)

John Shauberger  
Chief of Corrections  
[john.shauberger@jeffcotx.us](mailto:john.shauberger@jeffcotx.us)

MEMORANDUM

DATE: April 12, 2023

TO: Honorable Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Carey Erickson  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief Deputy John Shauberger

RE: Out of State Travel

Please consider and approve out of state travel for Captain Aaron Morris to attend the Concerns of Police Survivors Week Memorial Service honoring fallen Deputy LaQuintin Wilson in Washington DC May 10-18, 2023. He will be serving as the Jefferson County Escort Officer for the Wilson Family during the service and throughout the week.

Sincerely,

John Shauberger, Chief Deputy