

Notice of Meeting and Agenda
November 28, 2023

Special, 11/28/2023 10:30:00 AM

BE IT REMEMBERED that on November 28, 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

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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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
November 28, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **28th** day of **November 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:

9:30 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, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

10:00 am WORKSHOP - To receive information from Ronda Conlin, Jefferson County Environmental Control regarding proposed food and septic fees for Jefferson County.

NOTICE: Commissioner Pierce may attend and participate in this Commissioners Court Meeting via videoconference. A quorum of members of Commissioners Court and the presiding officer will be physically present

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for this meeting in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. Commissioner Pierce shall be considered present for this meeting but shall be considered absent from any portion of the meeting during which audio or video communication with him is lost or disconnected. Commissioners Court will continue the meeting while Commissioner Pierce is absent.

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

The following options are available:

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

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

- (a).Consider and approve specifications for Request for Proposal (RFP 23-071/MR) Commissary Services for Jefferson County Sheriff's Office.

SEE ATTACHMENTS ON PAGES 12 - 78

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (b).Consider and approve specifications for Invitation for Bid (IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County.

SEE ATTACHMENTS ON PAGES 79 - 136

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (c).Rescind award of Request for Statements of Qualification (RFQ 20-036/JW) Professional Realtor Services for Home Buyout/Acquisition Program (Community Development Block Grant – Disaster Recovery) for Jefferson County with Contract Land Staff, LLC.; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

NO ATTACHMENTS

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (d).Consider and approve re-award, execute, receive and file professional services agreement for Request for Statements of Qualification (RFQ 20-036/JW) Professional Realtor Services for Home Buyout/Acquisition Program (Community Development Block Grant – Disaster Recovery) for Jefferson County with Dee Richard Real Estate; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 137 - 369

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

- (e). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statements of Qualifications (RFQ 23-061/MR) Architect Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

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

- (f). Consider and approve, execute, receive and file renewal for (RFP 18-049/YS) Security Services and Personnel for Jefferson County for a fourth and final one (1) year renewal with Allied Universal Security Services from December 29, 2023 to December 28, 2024 with a 3% CPI increase as stated the contract shown in Attachment A.

SEE ATTACHMENTS ON PAGES 370 - 371

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

- (g). Consider and approve, execute, receive and file Change Order No. 3 for Contract No. IFB 22-071/JW Mesquite Point Public Boat Ramp (Texas Parks and Wildlife Department Contract No. CA-0000997) with Brizo Construction for additional quantities to include (182) SY of compacted subgrade and (65) SY of asphalt pavement for a total project cost increase of \$10,837.00. This Change Order will also correct the cost for additional flowable fill on Change Order No. 2 (Item 1) from \$15,120.00 down to \$14,930.00; bringing the total contract cost from \$1,593,206.00 up to \$1,604,043.00 with an addition of (26) working days, bringing the total number of working days for this project from (186) days up to (212) total contract working days; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is funded by a combination of Texas Parks and Wildlife Department grant funds, Chenier donation funds, and County ARPA.

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SEE ATTACHMENTS ON PAGES 372 - 373

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

- (h). Consider and approve, execute, receive and file (Agreement 23-073/DC) with NeoGov for software subscription and service application for Human Resources. This agreement is for a one-year term (November 28, 2023 – November 29, 2024).

SEE ATTACHMENTS ON PAGES 374 - 391

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

- (i). Consider and approve, and execute (Agreement 23-074/DC) with OutFront for billboard advertisement located at I-10 and N/O Hwy 124 for Ben J. Rogers Visitor Center. This agreement is for the term January 1, 2024 – December 29, 2024; at a cost of \$1,000.00 per month.

SEE ATTACHMENTS ON PAGES 392 - 395

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

- (j). Consider and approve reallocation of \$250,00 of American Rescue Plan Lost Revenue Funding originally budgeted for the Jail Fuel Tank Replacement to fund Jail Fuel Pump Replacement in the reduced amount of \$109,000.

NO ATTACHMENTS

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

COUNTY AUDITOR:

- (a). Consider and approve FY 2023 budget amendment – Purchasing – additional cost for advertising.

SEE ATTACHMENTS ON PAGES 396 - 396

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120-1022-415-5001	ADVERTISING	\$1,300.00	
120-1018-419-1005	EXTRA HELP		\$1,300.00

Motion by: Sinegal

Second by: Erickson

Abstained: Branick, Pierce, Erickson, Sinegal, Alfred

Action:

- (b).Receive and file Statement of Financial Position for Jefferson County Community Supervision and Corrections programs for State fiscal year ending August 31, 2023.

SEE ATTACHMENTS ON PAGES 397 - 397

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c).Consider and approve electronic disbursement for \$573,185.13 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (d).Regular County Bills – check #512097 through check #512317 (11/21/23) and check #512318 through check #512514 (11/28/23).

SEE ATTACHMENTS ON PAGES 398 - 415

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Receive and file executed Agreement between Jefferson County and Lamar University for broadcast of Commissioner Court meetings by Lamar Media Alliance.

SEE ATTACHMENTS ON PAGES 416 - 418

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

- (b).Receive and possibly approve the biennial report from Tracie Middleton for the Jefferson County Adult Sexual Assault Response Team pursuant to Sec. 351.257(3)(A), Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 419 - 434

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

- (c).Receive and file executed Tax Abatement for 8 Rivers-Cormorant.

NO ATTACHMENTS

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

COUNTY TREASURER:

- (a).Receive and file Investment Schedule for October, 2023, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 435 - 437

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

ENGINEERING DEPARTMENT:

- (a).Receive and file Plat of Erie Street Extension - 60 ft. wide Road Right-of-Way (Unimproved), formerly known as Texas Avenue (sometimes referred to as Highland Road Extension). As shown on the plat of Suburban Additions to Beaumont, Texas (sometimes referred to as Gladys City Oil, Gas and Manufacturing Company Subdivision), of record in Vol. 01 on Pg. 55, MRJCT, with portions thereof canceled by Commissioners Court Order recorded in Vol. 890, Pg. 635 and Vol. 890, Pg. 633, DRJCT and reflected on the map recorded in Vol. 8, Pg. 144 and 145, MRJCT, and the subject right-of-way being specifically retained as a public road. In the J.A. Veatch Survey, Abstract No. 55, Jefferson County. Right-Of-Way is located in Precinct #4.

SEE ATTACHMENTS ON PAGES 438 - 438

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (b).Consider, approve, authorize the County Judge to execute settlement, receipt, and release for road damages in the amount of \$136,710 for Pct. 4 in association with Exxon Mobile Pipeline.

SEE ATTACHMENTS ON PAGES 439 - 442

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (c).Consider, approve, authorize the County Judge to execute settlement, receipt, and release for road damages in the amount of \$149,000 for Pct 1 in association with Permit 01-OW-22 from Primoris Pipeline.

SEE ATTACHMENTS ON PAGES 443 - 444

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

ENVIRONMENTAL CONTROL:

- (a). Consider and possibly approve Environmental Control to increase the permit fees for both Septic and Food permits; effective January 1st, 2024.

20 years since fees were last adjusted

SEE ATTACHMENTS ON PAGES 445 - 446

Motion by: Erickson

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 an emergency grant for the Xtreme Fast Draw Association. The requested amount is \$7,000 and recommendation amount is \$5,000.

NO ATTACHMENTS

Motion by: Pierce

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.**

Jeff R. Branick
County Judge

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Special, November 28, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 28, 2023.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

November 28, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-071/MR), Commissary Services for Jefferson County Sheriff's Office. **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 four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Conference on Tuesday, December 12, 2023, at 2:00 pm CT at the Jefferson County Correctional Facility, 5030 Hwy 69 S., Beaumont, Texas 77705.

PROPOSAL NAME: Commissary Services for Jefferson County Sheriff's Office

PROPOSAL NUMBER: RFP 23-071/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, January 10, 2024

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

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

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
November 29, 2023 & December 6, 2023

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Commissary and Inmate Trust Fund Accounting 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 four (4) 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 Commissary Services and Inmate Trust Fund Account 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 SAM.GOV REGISTRATION BEHIND THIS PAGE.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 8 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>			
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed In _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 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**

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

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

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

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

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

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

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

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

	<p>of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1)(2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p>	2 CFR 200.321

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM Proposer: Please complete this form and include with proposal submission.</p>
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CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM Proposer: Please complete this form and include with proposal submission.</p>
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SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

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

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

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

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

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

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

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

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (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

COUNTY HOLIDAYS (2024):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference on Tuesday, December 12, 2023, at 2:00 PM CT, at the Jefferson County Correctional Facility located at 5030 Hwy 69 S., Beaumont, Texas 77705.

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, December 29, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

November 28, 2023	Issuance of Request for Proposal
December 12, 2023	Pre-Proposal Conference
January 10, 2024	Deadline Submission (late proposals will not be considered)
January 12, 2024	Proposals distributed to Evaluation Committee
January 19, 2024	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
January 26, 2024	If Applicable: Conduct Interview/Best and Final Offer/Short List
February 13, 2024	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 46)
- 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

PROJECT OBJECTIVE

Jefferson County seeks a Contractor to provide Inmate Trust Fund Accounting Services, Commissary Services and Commissary Fund Accounting services for Jefferson County Sheriff's Office.

Jefferson County is soliciting proposals from experienced commissary service providers to supply the Jefferson County Correctional Facility with a full range of commissary products for inmates and an accounting software system to process Commissary Fund Accounting transactions and Inmate Trust Fund Accounting transactions. The contract will be for a five (5) year term.

Related services being sought may include but not be limited to, quality assurance programs, administrative support service, inmate trust fund records management, point of sale onsite services to inmates, negative trust fund tracking, debit card process for released inmate fund balance, paper and coin counting equipment and best advice on and the review of all aspects of commissary delivery to the County inmates.

Respondent shall provide an implementation plan that details the process and timeline for all proposed services, systems, software, labor and equipment necessary for a successful commissary process. Respondent must provide references and past experience that demonstrates the respondent's ability to successfully perform the proposed implementation plan and schedule. If the awarded vendor is not the current vendor, a transition plan must be included with the implementation plan and schedule.

The scope of services describes the intended process of how commissary will be ordered and delivered, inmate accounting system specifications, commissary fund accounting specifications, hardware specifications, warranty, maintenance, staffing requirements, billing and implementation requirements.

SCOPE OF SERVICES

1. **Inmate Accounting System** - Respondent must provide a computerized trust fund accounting system using real-time that adheres to generally accepted accounting principles and is capable of being audited by the County. The system must provide a complete audit trail on all transactions. It must also allow for scheduled and unannounced audits of the inmate accounts by the County to ensure the integrity and accuracy of the accounts. The Auditor shall verify the correctness of the accounts and report the findings of the examination to the Jefferson County Sheriff. The successful respondent shall fully comply with and assist in such audit at no expense to the County. The system must have the ability to provide a series of reports as specified by the Sheriff. The proposed Trust Fund Accounting System must be currently operating in at least five (5) facilities of a similar size, or larger, for a minimum of five (5) years.
 - a. All hardware and software for computerized Inmate Accounting system shall be provided by the respondent, at no cost to Jefferson County and must have the ability to keep accurate, real-time records of all commissary activity and balances of individual inmate accounts.
 - i. Updates of the computer software must be provided free of charge to the County for the length of the contract. Respondent must show proof that past updates have been done.
 - ii. All hardware necessary for the performance of this contract will be provided by the respondent for the length of the contract. Maintenance or replacement of said hardware shall be the responsibility of the respondent.
 - b. Levels of security should be present in the software system. Levels must have the ability to be customized by the administration and staff of the Jefferson County Correctional Facility, including password control and tracking of transactions by individual and station.
 - i. Due to the sensitive nature of this information, data must be backed up and adequate steps to ensure security must implemented and updated regularly.
 - c. The respondent shall secure and pay for all permits and licenses required by federal, state, and/or local laws, rules and regulations necessary for the implementation of the provided services. This shall

- include fees associated with National Commission on Correctional Health Care (NCCHC) accreditation and periodic accreditation reviews, if applicable.
- d. The respondent must install the system, provide training for County personal, provide manuals, provide ongoing support, and a toll free 24-hour emergency line to ensure maximum utilization and minimum down time with the proposed system.
 - i. Provide on-site support staff within four (4) hours of service call when requested by Jefferson County
 - e. The respondent must write, own, and support all aspects of the inmate banking system including all respondent supplied equipment with their own employees. Respondents are to describe their computer software program. The software system must include the following components:
 - i. Allow the County to open an Individual Trust Fund (ITF) for an inmate at the time of booking.
 - ii. Enter into the computer system the amount of money in their possession at the time of booking.
 - f. The following fields shall be populated via TWO-WAY interface with the Jefferson County Jail Management System and be kept current:
 - i. Account Number (Shall be the inmate ID Number)
 1. The system must ensure that a Jefferson County inmate ID number is a permanent ID number for an inmate's ITF that will allow an account to be reopened and have the ability for debts to be tracked across multiple incarcerations.
 2. Software must utilize inmate account numbers for all inmate charges, not by name. The system must have the capability to track inmates' transactions by a permanent number in order to recover past debts.
 - ii. Inmate Trust Fund Account Balance
 - iii. Last Name, First Name, Middle Name
 - iv. Global Jacket Number (Vendor Number)
 - v. Birth Date
 - vi. Social Security Number
 - vii. Race
 - viii. Gender
 - ix. Cell Location
 - x. Dorm Location
 - xi. Booking Date
 - xii. Booking Time
 - xiii. Place Dietary Restrictions
 - xiv. Place Commissary Restrictions
 - g. System must have the ability to move funds from inmate trust fund account to other accounting events.
 - h. The software system must allow for the following transactions to occur on the Inmate Trust Fund (ITF):
 - i. Charge Receivables such as admission fees, admission packs, badge charges, medical charges, court fees, returned check/money order fees, etc.
 - ii. Determine indigent status and process distribution of indigent packs.
 - iii. Add funds to the account.
 - iv. Draw funds in the form of a check and debit card.
 - v. Close an account with a detailed statement and pay the inmate's balance by check, debit card or a combination of both.
 - vi. Close multiple accounts printing one check. (Would this be for the weekly commissary checks written for commissary funds, badge fees and medical charges or would it be combining multiple inmate releases in one check?)
 - vii. Deduct commissary purchase charges, phone time purchase charges and other receivables in real-time environment.
 - viii. Process credits for erroneous charges.
 - i. Reports should allow for data concerning an individual inmate, a specific site within the jail, or the facility as a whole. The reports should include:

- i. Cash Reports
- ii. Deposit Reports
- iii. Sales Reports
- iv. Checkbook Reports
 - 1. The system must have a comprehensive CHECKBOOK management feature including the ability to write checks from an inmate's trust fund to a third party, to void, make corrections, adding manually written checks, and verification of deposits. Additionally, the system must have the capability to print a check registry based on multiple criteria that can be queried by the Jail Administration. The checkbook must also contain an "unclaimed" feature in order to process out dated checks.
- v. Resident Reports
- vi. Bail Reports
- vii. Receivable Reports
- viii. Payroll Reports
- ix. Phone Account Balance
- j. Respondent shall provide the County with an interface for automated deposit services. The said interface is for kiosk, web pay and telephone deposits provided by commissary respondent.
- k. The County is requesting Intake and lobby kiosk that are all touch screen capable and security conscious based on the location of deployment. Vendor will be responsible for all funds deposited into the kiosk including collection as well as the ACH transfer of the funds to the County.
 - i. Kiosks must work on the same financial system software as the inmate trust accounting system to be utilized by the jail. This system must interface with the County's Jail Management system to get basic inmate information and housing locations and maintain an inmate's current balance.
 - ii. Kiosks must accept cash, credit and debit card transactions.
 - 1. Since debit and credit card information will be processed, the selected respondent must provide adequate documentation as to which institution will be processing the card information.
 - 2. Documentation of Payment Card Industry Data Security Standards (PCIDSS) Compliance is required.
 - iii. Kiosks hardware and software must be maintained by the vendor and have a scheduled service plan at no cost to the County. Respondent shall include the service plan in the proposal and the process for contacting the vendor in the event of an outage. Include the network requirements for kiosks.
 - iv. In the event of an outage, awarded vendor must be able to repair or replace the kiosk within 24-48 hours. All deposits shall be real time into the inmate trust fund account.
 - v. The County will have no liability to the respondent for fraud, theft, vandalism/damage, or loss of the awarded vendor's equipment inflicted by the inmates or the public. All costs associated with the repair/replacement will be the responsibility of the respondent.
- l. Any damage to any Jefferson County equipment caused by the installation or maintenance of respondent's system will be the responsibility of the vendor.
- m. The Jefferson County Correctional Facility operates seven (7) days per week, 365 days per year. Respondents must make all reasonable efforts to ensure that the system is operational and repaired as quickly as possible.

- 2. Commissary Services** - The awarded vendor will be required to supply an inmate commissary ordering and delivery solution that meets the Jefferson County Sheriff's Office requirements as stated in this request for proposal, as well as any value-added aspects proposed by the vendor.
- a. The respondent must show that the company can meet all requirements of federal, state, and local governments related to commissary services.
 - b. The system must be capable of interfacing with Jefferson County's current Jail Management System and inmate phone service provider inmate kiosks and inmate tablets.
 - i. Our current Jail Management System provider is Tyler Technologies.
 - ii. Our current Inmate Phone Service provider is Smart Communications Holding, LLC.
 - c. The system must have the ability to control commissary purchases, e.g.; age restrictions, disciplinary control, and indigence status. Allow for up to 999 different restrictions to be placed on commissary purchases.
 - d. Respondent must provide operation plan.
 - i. Orders must be bagged at an on-site location.
 - ii. Respondent shall provide a detailed operational plan and schedule for processing and delivering the weekly commissary orders in a complete and timely manner.
 - iii. Include a sample operational plan from a facility (similar in size) that respondent is currently operating in Texas. Provide the contact name and number from the facility.
 - iv. Vendor to provide multiple options for commissary deliveries.
 - v. Vendor to provide all labor and staffing.
 - e. Respondent shall provide a "Backup Plan" in the event of an interruption in the following areas:
 - i. Primary Facility
 - ii. Inventory
 - iii. Distribution (transportation)
 - iv. Shipping and Receiving
 - v. Computer Technology and Hardware
 - vi. Management Staff
 - vii. Employee On-Site Staff
 - f. The principal method for commissary delivery shall be point of sale, utilizing the inmate phone system provider's kiosks and tablets in inmate dorms.
 - i. Provide an overview of how orders are processed if respondent is not proposing a point of sale system.
 - g. The commissary delivery and ordering schedule must be mutually agreed upon between the proposer and the Jefferson County Sheriff's Office, and may be subject to change.
 - h. Respondent must submit, with this RFP, a list of all items they can provide to the County facility including a sample product catalog. This list shall include selling prices and any processing fees charged to the inmate. From this list the County will choose which items to have carried by the respondent. All items shall include description, manufacturer, product size, weight, and the cost.
 - i. All commissary items sold to the inmate population shall meet facility safety and security requirements. These requirements include, but may not be limited to:
 1. No glass or metal containers.
 - a. All containers shall be made of non-breakable material and clear where available.
 2. No packaging containing false bottoms.
 3. No alcohol-based products or aerosol sprays.
 4. No packaging that may be made into a weapon or other security risk.
 - ii. Jefferson County Sheriff's Office requires Jail Inmate Commissary Services to supply various products not limited to the following: (Jefferson County reserves the right to determine what items are available through the commissary service.
 1. Snacks
 2. Sugar & Artificial Sweetener
 3. Drinks/Drink Mix
 4. Candies
 5. Small supplies such as (pens/pencils/envelopes, etc.)

6. Personal items (combs, lotion, etc.)
 - a. Combs and hair picks shall be made of non-breakable plastic no longer than six (6) inches
 7. Personal hygiene items (Indigent Kits, Hygiene Kits)
 8. Dental Care Items
 9. Various over the counter medications
 10. Sports Bras, Women's Panties, Men's Boxers, T-shirts, and Shower Shoes etc.
- i. The respondent and the County representatives shall meet and agree upon the items to be carried on the commissary menu. After the initial meeting, no items are to be offered without the approval of the Sheriff's Office. The respondent shall keep the Sheriff's Office current of the new products that are available.
 - i. The Jefferson County Sheriff's Office does not guarantee the purchase of any minimum quantities. The County will not be responsible for buying any items of excessive stock upon termination of this contract.
 - ii. The successful respondent is required to immediately notify the Sheriff of product liability warnings, recalls, or other notices.
 - iii. It is recognized that the respondent may change suppliers and products. The respondent must notify the Sheriff's Office, in writing, at least one week prior to a change, regardless of reason, in the items being made available to the inmate populations. Updated forms must then be supplied to the Sheriff's Office. The awarded respondent must not change the item offered, unless written confirmation is sent by the Sheriff's Office.
 - iv. All price increases require a minimum 30-day notification and written acknowledgement of acceptance by the Sheriff's Office.
 - j. The respondent shall submit commission to be paid to Jefferson County Sheriff's Office.
 - k. The successful respondent shall maintain sufficient stock levels in order to limit shortages.
 - i. The awarded vendor shall not substitute items and should have an order fill rate in excess of 98%.
 - l. The awarded vendor must resolve discrepancies within twenty-four (24) hours (ex: improperly ordered or delivered items, damaged products, expired "good till" dates etc.)
 - i. The successful respondent must post credits due to non-delivery of product or computer posting errors (ex. Orders of inmates who are released, credit for discrepancies, etc.) to inmate accounts the day the error occurs.

3. Commissary Fund Accounting System – Respondent must provide a computerized Commissary Fund Accounting system using real-time that adheres to generally accepted accounting principles and is capable of being audited by the County. The system must provide a complete audit trail on all transactions. It must also allow for scheduled and unannounced audits of the inmate accounts by the County to ensure the integrity and accuracy of the accounts pursuant to Local Government Code §351.0415 (d). The Auditor shall verify the correctness of the accounts and report the findings of the examination to the Jefferson County Sheriff. The successful respondent shall fully comply with and assist in such audit at no expense to the County. The system must have the ability to provide a series of reports as specified by the Sheriff. The proposed Commissary Fund Accounting System must be currently operating in at least five (5) facilities of a similar size, or larger, for a minimum of five (5) years.

- a. All hardware and software for computerized Commissary Fund Accounting system shall be provided by the respondent, at no cost to Jefferson County and must have the ability to keep accurate, real-time records of all commissary fund activity and balances.
 - i. Updates of the computer software must be provided free of charge to the County for the length of the contract. Respondent must show proof that past updates have been done.
 - ii. All hardware necessary for the performance of this contract will be provided by the respondent for the length of the contract. Maintenance or replacement of said hardware shall be the responsibility of the respondent.
- b. Levels of security should be present in the software system. Level must have the ability to be customized by the administration and staff of the Jefferson County Correctional Facility, including password control, and tracking of transactions by individual and station.

- i. Due to the sensitive nature of this information, data must be backed up and adequate steps to ensure security must be implemented and updated regularly.
- c. The respondent shall secure and pay for all permits and licenses required by federal, state, and/or local laws, rules and regulations necessary for the implementation of the provided services.
- d. The respondent must install the system, provide training for County personnel, provide manuals, provide ongoing support, and a toll free 24-hour emergency line to ensure maximum utilization and minimum down time with the proposed system.
 - i. Provide on-site support staff within four (4) hours of service call when requested by Jefferson County
- e. The respondent must write, own, and support all aspects of the commissary banking system including all respondent-supplied equipment with their own employees. Respondents are to describe their computer software program.
- f. The system must have a comprehensive CHECKBOOK management feature including the ability to write checks, to void checks, make corrections, adding manually written checks, process deposits. Additionally, the system must have the capability to print a check registry based on multiple criteria that can be queried by the Jail Administration. The checkbook must also contain an "unclaimed" feature in order to process out-dated checks.
- g. The system must allow for the reports to include:
 - i. Check Reports
 - ii. Deposit Reports
 - iii. Balance Reports

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Commissary Services
2. Inmate Trust Fund and Accounting Software

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 46 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 46 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

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

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 20%

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

b. IMPLEMENTATION PLAN – 10%

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

c. MENU ITEMS AND PRICING – 20%

This refers to the menu items and pricing of those items. The value and benefit to inmates will be considered.

d. COMMISSION, SALES GROWTH POTENTIAL – 20%

This refers to the commission rate of return to the County and sales growth potential.

e. COMPATIBILITY – 10%

This refers to the compatibility of the vendor's hardware/software with the County's current Jail Management System and Inmate Phone Service Provider.

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

COST PROPOSAL FORM:

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

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

Commission Rate to the County		%
Name of Proposer:		
Signature:		
Title:		

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-071/MR) Commissary Services for Jefferson County Sheriff's Office

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

<p>REQUIRED FORM <u>Proposer:</u> Please complete this form and include with proposal submission.</p>
--

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

<p>REQUIRED FORM <u>Proposer:</u> Please complete this form and include with proposal submission.</p>
--

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

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

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

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

Disclosure of Lobbying Activities

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

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

This information must be submitted with your proposal.

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

Yes No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

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

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

Page 1 of 4

This information must be submitted with your proposal.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

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

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

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Page 4 of 4

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 20____.

Notary Public

State of _____

My Commission Expires: _____

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

November 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-072/MR) Term Contract for Legal Notices 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.

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

BID NAME: Term Contract for Legal Notices for Jefferson County
BID NUMBER: IFB 23-072/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, January 10, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
November 29, 2023 & December 6, 2023
The Examiner:
November 30, 2023

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

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

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

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

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

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

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <ul style="list-style-type: none">(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in	
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	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 , and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 , "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

	Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY HOLIDAYS (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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, December 29, 2023.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 31**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

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

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

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

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-072/MR.

SCOPE OF PROJECT:

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

Contract

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

Minimum Specifications

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

City

State

Zip

Name & Title

Phone

Fax

Signature of Person Authorized to Sign

E-mail

Printed Name

Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-072/MR, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$52,400.00 during the 2022-2023 budget year.

Directions: Please complete the below form. Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$	\$
2	Newspaper with a circulation of under 50,000.	\$	\$

Newspaper Liaison for Jefferson County:				
Name and Title				
Phone		Fax		
Email				
Mailing Address:	Street Address/PO	City	State	Zip

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

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

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

Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

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

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

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.**

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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
Bidder: Please complete this form and include with bid 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

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____

THE STATE OF TEXAS §
 §
THE COUNTY OF JEFFERSON §

**PROFESSIONAL SERVICES AGREEMENT (“Agreement”)
between
JEFFERSON COUNTY, TEXAS (“County”)
and
DEE RICHARD REAL ESTATE, LLC.**

1. PARTIES

JEFFERSON COUNTY, TEXAS (“COUNTY”) is a political subdivision of the State of Texas that acts by and through the County Commissioners Court (“Commissioners Court”).

DEE RICHARD REAL ESTATE, LLC. (“CONTRACTOR”) is a Texas for-profit Limited Liability Corporation with its principal place of business located at 2630 Laurel Street, Beaumont, Texas 77702.

2. PURPOSE:

This Professional Services Agreement (“Agreement”) is being executed so that **DEE RICHARD REAL ESTATE, LLC.** can provide County with the professional services described in the “Scope of Services” section in this Agreement.

3. STATUTORY AUTHORITY:

The statutory authority for this Agreement is Chapter 262, Texas Local Government Code, the County Purchasing Act, as well as 2 CFR Sections 200.318-326 regarding procurement of services under a Federal award.

4. TERM:

The term of this Agreement shall commence on the date of execution of this Agreement (hereafter “Effective Date”), following which the Parties will mutually agree to a Project Start Date (hereafter “Project Start Date”), the date on which CONTRACTOR will commence work and will continue until such time as the performance period allowed by the granting entity expires or the project is completed and successfully closed out.

5. SCOPE OF PROFESSIONAL SERVICES:

CONTRACTOR will serve as Real Estate Agent and Consultant for Jefferson County.

CONTRACTOR will be responsible for the performance of all Real Estate Services as well as any and all associated services needed to complete real estate acquisition transaction services for the COUNTY for Hurricane Harvey Community Development Block Grant Disaster Recovery (CDBG-DR) Voluntary Home Buyout/Acquisition Program.

The CONTRACTOR’s primary task will be to facilitate the acquisition of approximately (5-10) properties* damaged during Hurricane Harvey or located within Disaster Risk Reduction Areas (DRRAS).

All work in this Scope of Services must be performed by Licensed Texas Real Estate Brokers or Agents with a minimum of five (5) years’ experience in Jefferson County, Texas.

The County estimates (5-10) properties are to be acquired through the Hurricane Harvey CDBG-DR Voluntary Home Buyout/Acquisition Program. The number of properties acquired is subject to change based on program eligibility. The County makes no guarantee of how many properties for which real estate services will be required under this contract.

The scope of work is addressed more fully in the County's Request for Statements of Qualification (RFQ 20-036/JW) Professional Realtor Services for Home Buyout/Acquisition Program (Community Development Block Grant-Disaster Recovery) for Jefferson County and CONTRACTOR'S RFQ response submission (including Addendum No.1, Addendum No. 2), as well as required documentation per the RFQ specification; all of which are included as part of this contract document, as follows:

APPENDIX A: RFQ Specifications (RFQ 20-036/JW) Pages A.1 - A.131

APPENDIX B: ADDENDUM NO. 1 (RFQ 20-036/JW) Pages B.1 - B.7

APPENDIX C: ADDITIONAL REQUIRED DOCUMENTATION: Pages C.1 - C.7

- Current Copy: CONTRACTOR'S System for Award Management (SAM) Registration
- Texas Ethics Commission FORM 1295, completed and acknowledged by COUNTY
- Current Copy: CONTRACTOR'S Certificate of Insurance with Inclusion of Professional Liability Coverage and Written Notation of County as "Additional Insured" on policy.
- Divestment Status Check Documentation

APPENDIX D: CONTRACTOR'S RFQ RESPONSE SUBMISSION Pages D.1 - D.161

APPENDIX E: FEE SCHEDULE. Pages E.1 - E.2

6. TERMS AND CONDITIONS OF PAYMENT FOR PROFESSIONAL SERVICES:

- 6.1.** COUNTY agrees to compensate CONTRACTOR for the professional services described in the "Scope of Services" as determined by the grant guidelines and limitations promulgated by the Texas General Land Office (GLO) and based upon the amount of grant(s) the County receives.
- 6.2.** COUNTY shall reimburse CONTRACTOR for Real Estate Services provided and as described within the Contract Document, RFQ Specifications, Addendum No. 1, and Addendum No. 2.
- 6.3.** COUNTY will reimburse CONTRACTOR for Real Estate Services based on a per unit rate; with a Purchase Order to be issued for each Home Buyout/Acquisition project. The Purchase Order Number is to be included on all invoices submitted by the CONTRACTOR. The unit rate shall be inclusive of fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective Scope of Work.
- 6.4. PAYMENT SCHEDULE: See APPENDIX E.**
- 6.5.** County will review CONTRACTOR's invoices and will authorize payments by the GLO to CONTRACTOR within thirty calendar days after the day that the Jefferson County Auditor receives any given CONTRACTOR invoice, provided that the Jefferson County Auditor determines that CONTRACTOR should be paid pursuant to this Agreement, the laws of the State of Texas, and the laws of the United States. If the Jefferson County Auditor disputes any portion of any given CONTRACTOR invoice, County will notify CONTRACTOR within seven business days of the basis for the dispute. County will authorize payment for any undisputed portions of any CONTRACTOR invoices within thirty calendar days after the Jefferson County Auditor receives the disputed CONTRACTOR invoice(s).

7. REPORTING AND ACCOUNTABILITY:

- 7.1. Reporting. CONTRACTOR agrees to submit all required documentation and reports in accordance with the time frames required by the granting entity's guidelines. Additionally, CONTRACTOR agrees to keep the County Judge, Emergency Management Coordinator, County Auditor, Purchasing Agent, and other officials as designated by any of the above, apprised as to all matters relating to all projects.
- 7.2. Access to Records. CONTRACTOR agrees that County, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of CONTRACTOR that are pertinent to this Agreement. This right also includes timely and reasonable access to CONTRACTOR's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to this Agreement.
- 7.3. Ownership. CONTRACTOR expressly agrees that all information, data, and supporting documentation related in any way to the professional services that CONTRACTOR provides to County pursuant to this Agreement are solely County property.
- 7.4. Maintenance of Records. CONTRACTOR must keep and maintain CONTRACTOR's records, books, and other documents reasonably related to this Agreement in forms that the Jefferson County Auditor determines are compliant with generally accepted accounting practices.
- 7.5. Audit. The Jefferson County Auditor, its assigns, or any other governmental entity approved by County has the unrestricted right to audit the originals of any and all data, records, books, or documents related in any way to this Agreement. Upon written request by County to CONTRACTOR, CONTRACTOR will make the originals of such data, records, books, and documents available for auditing in Jefferson County, Texas within a reasonable time, but in no event later than seven calendar days after County notifies CONTRACTOR of a request to perform an audit. CONTRACTOR must provide any and all electronic data in current Microsoft Word format or current Microsoft Excel format. CONTRACTOR will have no responsibility to bear expense for converting electronic data to other formats. Conversion of searchable text to any unsearchable format for any audit will constitute a material breach of this Agreement.
- 7.6. Retention of Records. All records, books, and documents reasonably related to this Agreement must be maintained and kept by CONTRACTOR for a minimum of four years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before this four-year period, then CONTRACTOR must keep the records, books, and documents for not less than four years **after** all litigation, claims, or audit findings are resolved. **CONTRACTOR is strictly prohibited from destroying or discarding any records, books, or other documents reasonably related to this Agreement before the aforesaid time period for maintaining all of the records, books, or other documents has past.**

8. CONFIDENTIALITY:

- 8.1. CONTRACTOR will not disclose privileged or confidential communications or information acquired in the course of the performance of the professional services under this Agreement, unless required by law. CONTRACTOR agrees to adhere to all confidentiality requirements, as applicable, for all of the professional services performed by CONTRACTOR for County under this Agreement.

8.2. Texas Public Information Act:

CONTRACTOR acknowledges and agrees that CONTRACTOR's performance of professional services for County under this Agreement is subject to and subservient to the Texas Public Information Act in Chapter 552 of the Texas Government Code. Notwithstanding any other provision, including exemptions or exceptions to the Texas Public Information Act, CONTRACTOR agrees that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Texas Public Information Act, such provision will be of no force or effect. Furthermore, CONTRACTOR expressly acknowledges and agrees that County, the Commissioners Court, the County Judge, County Officials, County Department Heads, and County Employees ("County Requestors") may request advice, decisions and opinions of the Texas Attorney General about the application of the Texas Public Information Act to any information in County's or CONTRACTOR's possession. CONTRACTOR acknowledges and agrees that County Requestors have the right to rely on the advice, decisions, and opinions of the Texas Attorney General about the application of the Texas Public Information Act. CONTRACTOR hereby releases all County Requestors from any and all liability for any disclosure of any information about CONTRACTOR that is determined by County or the Texas Attorney General to be public information under the Texas Public Information Act.

8.3. Notwithstanding the foregoing, County and CONTRACTOR agree, to the extent permitted by the Texas Public Information Act or any other lawful privilege, to keep confidential, and store in a secure area with limited access, any information related to this Agreement.

9. CONFIDENTIAL OR PROPRIETARY MARKING:

Any information or documents CONTRACTOR uses in the performance of the professional services provided under this Agreement that CONTRACTOR considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information under the Texas Public Information Act or as otherwise required by law.

10. INDEMNIFICATION OF COUNTY BY CONTRACTOR:

10.1. To the fullest extent authorized by law, CONTRACTOR, including its assigns, subcontractors, officers, directors, employees (collectively, "CONTRACTOR") will forever waive, release, indemnify and hold harmless County, its Commissioners Court, elected and appointed officials and employees (collectively, "County") from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses of any kind or nature arising out of CONTRACTOR's performance of its obligations pursuant to this Agreement.

10.2. Approval and acceptance of CONTRACTOR's services by County will not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR for the accuracy and competency of their services; nor will such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by CONTRACTOR in this regard. CONTRACTOR will defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions.

10.3. NO INDEMNIFICATION BY COUNTY OF CONTRACTOR. CONTRACTOR acknowledges and agrees that Jefferson County does not have the authority under Article XI, Section 7 of the Texas Constitution to indemnify CONTRACTOR or any other third party for damages arising under this Agreement.

10.4. SURVIVAL. These indemnification provisions will survive completion, suspension, termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion hereof is void, voidable, invalid or unenforceable.

11. INSURANCE:

11.1. Within ten calendar days of the Effective Date of this Agreement, CONTRACTOR must furnish to the Jefferson County Purchasing Agent proof that CONTRACTOR currently has a **minimum of Professional Liability Insurance Coverage** in force. CONTRACTOR's insurance coverage must be provided by insurance companies that, in County's sole discretion, are acceptable to County. All of CONTRACTOR's insurance must be provided by insurance companies that are authorized by the Texas Department of Insurance to do business in the State of Texas. CONTRACTOR must maintain all of the insurance coverage required by this Agreement during the whole term of this Agreement.

11.2. Professional Liability: Errors or Omissions Insurance.

CONTRACTOR will indemnify County for damages resulting from the failure to use due care and professional skill in rendering professional services to County. CONTRACTOR expressly asserts to County that CONTRACTOR's professional liability errors or omissions insurance will insure County against any defects, errors, or omissions, and will secure, pay for, and maintain in full force and effect during the term of this Agreement and any subsequent extensions hereto and thereafter for an additional five years from the effective date of cancellation, termination, or expiration of this Agreement or any subsequent extensions hereto, sufficient errors and omissions insurance in a minimum amount of \$1,000,000.00.

11.3. CONTRACTOR agrees that, with respect to all of the above referenced insurance coverage requirements, all insurance contracts or policies must contain the following required provisions:

11.3.1. **Name County as additional insured** as to all applicable coverage.

11.3.2. This insurance will not be canceled, limited in scope or coverage or non-renewed until after thirty calendar days' prior written notice to County, or ten calendar days' notice to County for non-payment of premium, has been given by the insurance company to County.

11.3.3. Provide for an endorsement that any "other insurance" clause will not apply to County where County is an additional insured on the policy.

11.3.4. Provide for notice to County to the person and at the address shown below by certified mail, return receipt requested, and full postage paid, sent to: **Jefferson County Purchasing Department, Attention: Purchasing Agent, 1149 Pearl Street, Beaumont, Texas 77701.**

11.3.5. CONTRACTOR agrees to waive subrogation, and each applicable policy of insurance will state a waiver of subrogation, against County, including its elected officials, officers, employees, volunteers, agents and representatives, for injuries,

including death, property damage, or any other loss.

11.3.6. CONTRACTOR will be solely responsible for all cost of any insurance as required here, any and all deductible amount or self-insured amount, which in no event will exceed ten percent of the amount insured, and in the event that an insurance company should deny coverage.

11.3.7. All insurance policies or duly executed certificates for the same required to be carried by CONTRACTOR under this Agreement, together with satisfactory evidence of the payment of the premium thereof, must be delivered to the **Jefferson County Purchasing Agent, 1149 Pearl, Beaumont, Texas 77701** within ten calendar days of the Effective Date of this Agreement and upon material changes of such insurance policies, but not less than fifteen calendar days prior to the expiration of the term of such insurance coverage, or such non-delivery will constitute a material breach of this Agreement subject to immediate termination at County's sole discretion.

11.3.8. All insurance coverage required to be carried by CONTRACTOR or subcontractors under this Agreement must be acceptable to County in form and content, in County's sole discretion. All insurance policies must be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County will not relieve or decrease the liability of CONTRACTOR.

12. NON-PERFORMANCE:

Except for suspension of work by CONTRACTOR due to County's failure to authorize payment for services, CONTRACTOR's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement will be a basis for termination of the Agreement by County. At County's sole discretion and with written notice by County, CONTRACTOR will be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Agreement.

13. SUSPENSION:

Should County desire to suspend the work but not terminate the Agreement, County will issue a written order to stop work. The written order will set out the terms of the suspension. CONTRACTOR must stop all work and will cease to incur costs to County during the term of the suspension. CONTRACTOR must resume work when notified to do so by County in a written authorization to proceed. If a change in the Terms and Conditions of Payment for Professional Services section of this Agreement is necessary because of a suspension, a mutually agreed contract amendment must be executed in accordance with this Agreement.

14. TERMINATION:

Either party may, at its option, terminate this Agreement, in whole or part, by giving ten (10) calendar days prior written notice thereof to the other party with the understanding that all professional services being performed under this Agreement will cease upon the date specified in such notice. County will compensate CONTRACTOR in accordance with the terms of this Agreement for the professional services performed prior to the date specified in such notice. Upon receipt of such notice, CONTRACTOR will not incur any new obligations or perform any additional professional services and will cancel any outstanding obligations or professional services to be provided. Upon termination of this Agreement as herein above provided, all

County data, documents and information in CONTRACTOR's possession must be returned to County within fifteen calendar days of the date of termination.

14.1. Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County or CONTRACTOR upon ten (10) calendar days prior written notice to the non-terminating party.

14.2. With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

14.2.1. Lack of, or reduction in, funding or resources;

14.2.2. Non-performance by CONTRACTOR or CONTRACTOR's failure or inability to perform or substantially perform, for whatever reason, the professional services required under this Agreement;

14.2.3. CONTRACTOR's failure to comply with the terms and provisions of this Agreement or CONTRACTOR's material breach of this Agreement;

14.2.4. CONTRACTOR's failure to comply with applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

14.2.5. CONTRACTOR's failure at any time to have an active corporate existence in good standing with the Texas Secretary of State;

14.2.6. CONTRACTOR's failure at any time to be in good standing with the Texas Comptroller of Public Accounts or to be authorized to do business in the State of Texas by the Texas Comptroller of Public Accounts;

14.2.7. If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; or

15. NOTICE:

Any notice to be given under this Agreement will be deemed to have been given if reduced to writing and delivered in person, or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive such notice, demand or request at the addresses set forth below. Such notice, demand or request will be deemed to have been given three business days subsequent to the date it was so delivered or mailed.

TO COUNTY:

Jeff Branick
County Judge
Jefferson County, Texas
1149 Pearl, 4th Floor
Beaumont, Texas 77701

TO DEE RICHARD REAL ESTATE, LLC.:

Delores "Dee" Chevis
2630 Laurel Street
Beaumont, Texas 77702

16. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

17. COMPLIANCE WITH LAWS:

In providing professional services required by this Agreement, CONTRACTOR must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations. CONTRACTOR will be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

18. GOVERNING LAW AND VENUE:

The validity and interpretation of this Agreement, and the rights and obligations of the parties hereunder, will be governed by and construed in accordance with the laws of the State of Texas and, if any provision of this Agreement is held to be invalid, void, voidable or unenforceable, the remaining provisions will nevertheless continue in full force and effect. This Agreement is performable and enforceable in Jefferson County, Texas where the principal office of County is located and the state courts of Jefferson County will be the sole and exclusive venue and jurisdiction for any litigation, special proceeding, or other proceeding between County and CONTRACTOR that may be brought, or arise out of, in connection with, or by reason of this Agreement.

19. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law.

20. THIRD PARTIES:

The obligations of each party to this Agreement will inure solely to the benefit of County and CONTRACTOR, and no other person or entity will be a third-party beneficiary of this Agreement or have any right to enforce any obligation created or established under this Agreement.

21. NO ASSIGNMENT PERMITTED:

CONTRACTOR does not have the right to assign its rights and duties under this Agreement to any individual or entity.

22. THE DOCTRINE OF CONTRA PROFERENTUM WILL NOT APPLY:

The doctrine of *contra proferentum* will not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement will not be construed against the party who drafted the Agreement and such party will not be responsible for the language used.

23. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and contract between County and CONTRACTOR. This Agreement supersedes any other agreement or contract, whether oral or

written, between County and CONTRACTOR. Notwithstanding any other provision of this Agreement or any other contract or agreement between County and CONTRACTOR, this Agreement can only be modified by a subsequent written agreement or contract executed by and between County and CONTRACTOR.

24. PREVENTION OF FRAUD AND ABUSE:

CONTRACTOR must establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents must be reported immediately to County by CONTRACTOR. Moreover, CONTRACTOR warrants to be not listed on a local, county, state or federal consolidated list of debarred, suspended and ineligible CONTRACTORS and grantees. CONTRACTOR and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

25. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Words of any gender used in this Agreement will be held and construed to include any other gender. Any words in the singular will include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and will not be considered in any interpretation of this Agreement.

26. INDEPENDENT CONTRACTOR:

CONTRACTOR, including its employees, agents or licensees, is an independent CONTRACTOR and not an agent, servant, joint enterprise or employee of County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of professional services covered under this Agreement, and will be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with this Agreement's requirements. There will be no contractual relationship between any subcontractor, agent, employee or supplier of CONTRACTOR and County by virtue of this Agreement. This provision of this Agreement will not be for the benefit of any other party other than County and CONTRACTOR.

27. ASSURANCES:

27.1. In providing the professional services described in the two "Scope of Services" sections of this Agreement, CONTRACTOR agrees to observe and comply with all licenses, legal certifications, or inspections required for the professional services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. CONTRACTOR's failure to comply with this assurance will constitute a material breach of this Agreement.

27.2. CONTRACTOR is expressly prohibited from transferring or assigning its interest in this Agreement.

27.3. CONTRACTOR, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the professional services hereunder are duly licensed or qualified to

perform the required professional services. CONTRACTOR further agrees and ensures that all program or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the term of this Agreement.

- 27.4.** CONTRACTOR assures that no person will, on the grounds of race, creed, color, handicap, disability, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any activity funded in whole or part under this Agreement. CONTRACTOR agrees to comply with all federal and state statutes relating to nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; the Americans with Disabilities Act of 1990 (P.L. 101-336), which prohibits discrimination on the basis of disabilities; the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol and drug abuse patient records; any other nondiscrimination provisions in the specific statute(s) pertaining to applicable federal assistance; and the requirements of any other nondiscrimination statute(s) which may apply.
- 27.5.** CONTRACTOR agrees to adhere to confidentiality requirements, as applicable, for the professional services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the professional services being providing hereunder.
- 27.6.** CONTRACTOR assures that it will not use any information, documents, or data provided to CONTRACTOR by County for any proprietary purposes and will not copy, sell, exchange, disclose or provide to others or use any information, documents or data reasonably related to this Agreement for its own proprietary interests.
- 27.7.** CONTRACTOR agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- 27.8.** CONTRACTOR must comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, CONTRACTOR must furnish County satisfactory proof of compliance therewith.
- 27.9.** CONTRACTOR certifies that it is not aware of any conflicts of interest involving any Jefferson County official or employee related to this Agreement or the professional services provided under this Agreement.
- 27.10.** CONTRACTOR certifies that it is not currently involved, either directly or indirectly, with

any litigation against or involving Jefferson County.

- 27.11.** CONTRACTOR will develop and implement an agency-wide drug free work place policy. CONTRACTOR will also require that all contracts between itself and subcontractors also comply with said requirements.
- 27.12.** CONTRACTOR understands that reimbursement for costs under this Agreement must be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.
- 27.13.** Under Section 231.006, Texas Family Code, CONTRACTOR certifies to County that CONTRACTOR is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. CONTRACTOR hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 27.14.** CONTRACTOR certifies to County that CONTRACTOR is not delinquent on the repayment of any federal, state, or local debt or other obligation.
- 27.15.** CONTRACTOR certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.
- 27.16.** Failure by CONTRACTOR to comply with any of these assurances or any other requirements specified within this Agreement will constitute a material breach of this Agreement and may result, at the sole discretion of County, in the rejection of CONTRACTOR invoices or the offset of funds billed in CONTRACTOR invoices or previously paid to CONTRACTOR.

28. SIGNATORY WARRANTY:

The person signing and executing this Agreement on behalf of CONTRACTOR, hereby warrants and guarantees that he is duly authorized by CONTRACTOR to execute this Agreement on behalf of CONTRACTOR and to validly and legally bind CONTRACTOR to all the terms of this Agreement.

29. ACCEPTANCES:

By their signatures below, the duly authorized representatives of Jefferson County, Texas and CONTRACTOR accept the terms of this Agreement in full.

EXECUTED this 30th day of October, 2023.

JEFFERSON COUNTY, TEXAS:

BY: Jeff Branick
County Judge
Jefferson County, Texas

DEE RICHARD REAL ESTATE, LLC.

Delores "Dee" Chevis 10-30-23
BY: Delores "Dee" Chevis, Broker

APPENDIX A.

Specifications for Request for Statement of Qualifications (RFQ 20-036/JW)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

September 29, 2020

**Request for Statements of Qualification (RFQ 20-036/JW)
Professional Realtor Services for Home Buyout/Acquisition Program
(Community Development Block Grant – Disaster Recovery) for Jefferson County**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with (RFQ 20-036/JW) Professional Realtor Services for Home Buyout/Acquisition Program (Community Development Block Grant – Disaster Recovery) for Jefferson County. Jefferson County is soliciting statements of qualifications from professional qualified firms to provide realtor services for the implementation of a voluntary Home Buyout/Acquisition Program. Firms should have past experience with federally funded programs.

All interested individuals and firms shall obtain a "Request for Qualifications" packet from the Jefferson County Purchasing web site at <http://co.jefferson.tx.us/Purchasing>

All submittals shall be evaluated by a Selection Committee. The Selection Committee will evaluate submissions to this request and select the firm most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, October 28, 2020. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us

**REQUEST NAME: Professional Realtor Services for Home Buyout/Acquisition Program
(Community Development Block Grant- Disaster Recovery) for Jefferson County**

REQUEST NO.: RFQ 20-036/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, October 28, 2020

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

Jefferson County encourages Disadvantaged Business Enterprises to participate in the qualifications submission 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 409-835-8593 to make arrangements no later than seven (7) calendar days prior to the submittal deadline. Jefferson County reserves the right to accept or reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Jefferson County.

We look forward to your active participation in this solicitation.

Sincerely,

A handwritten signature in black ink that reads "Deborah Clark". The signature is written over a circular seal, which is partially obscured by the ink. The seal appears to be the same as the one in the top left of the document.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: September 30, 2020 & October 7, 2020

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Response Submissions:

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.

Additionally, Bidder must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive. <http://www.co.jefferson.tx.us/purchasing/main.htm>

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from Professional Realtors/Realty Firms to provide real estate services as part of a planned Voluntary Home Buyout/Acquisition Program *should funds be secured* from the Texas General Land Office – Community Development Block Grant for Disaster Recovery Program (CDBG-DR).

In response to the needs of homeowners, Jefferson County has applied for the upcoming Community Development Block Grant – Disaster Recovery funding from the General Land Office – Community Development & Revitalization (GLO). One of the programs planned with this potential funding is a voluntary Home Buyout/Acquisition Program (“Buyout/Acquisition Program”). This Buyout/Acquisition Program will remove homes and people from harm's way and move people to more resilient, sanitary, and less flood prone housing. At this time, the County intends to acquire properties damaged during Hurricane Harvey or located within Disaster Risk Reduction Areas (DRRAs) and convert the properties to green space, retention ponds, or to other non-habitable use. The program will relocate homeowners and their families to low risk areas outside of the floodplain/floodway and assist qualified applicants in moving/relocation expenses. Thus, aiding in long-term recovery efforts by encouraging families who face a risk to health and safety due to hazards created by Hurricane Harvey to permanently relocate to areas outside of the floodplain, floodway, or DRRA. This Buyout/Acquisition Program will be administered by the Jefferson County. Per HUD regulatory requirements, 70% of the allocation's project costs will be spent serving low-to-moderate income households. Property owners must be able to prove direct or indirect impact from Hurricane Harvey to be considered eligible. Jefferson County has established that in order to be eligible for a Buyout/Acquisition, the home or property must be located in a floodplain, floodway, or DRRA. Having a home located in a floodplain, floodway, or DRRA is a predictable environmental threat to the safety and wellbeing of program beneficiaries as evidenced by the best available data and science.

At this time, the County intends to acquire a total of (15-20) properties damaged during Hurricane Harvey or located within Disaster Risk Reduction Areas (DRRAs).

It is the intent of the County to select a vendor that has the necessary background, qualifications, and experience to provide the professional realtor services as described within these specifications in a timely and professional manner.

The Realtor providing these services must:

Be led by a principal or partner of an established professional firm or organization;

Have demonstrated ability to work successfully with government entities including:

1. No previous record of default on a government contract;
2. No applicant entity, or principal thereof, may be awarded a Federal contract if subject to a debarment, suspension, or limited denial of participation under 24 CFR Part 24;
3. No formal debarment or suspension from entering into contracts with a governmental agency or other notification of ineligibility or prohibition against bidding or proposing on government contracts; and
4. A clear understanding of, and ability to comply with, state, federal, and grant funding requirements as defined in this invitation for bid.

Section 2. Procedure

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Committee, which will evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list. Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County

and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

Section 3. Selection Committee

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the selection committee for this Request for Qualifications. 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. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection 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 very well not even be rated for another.

Section 4. Professional Realtor

Jefferson County is requesting Qualification Statements from qualified, licensed Realtors/Realty Firms for the purpose of obtaining professional realtor services for the facilitation of the purchase of properties as part of a federally-funded Home Buyout/Acquisition Program through the Texas General Land Office.

Awarded firm(s) shall be responsible for the performance of all realty services related to the Home Buyout/Acquisition Program, as well as any and all associated services.

SCOPE OF SERVICES

Services provided by the professional realtor shall include but not be limited to the following:

- The primary task will be to facilitate the acquisition of approximately (15-20) properties damaged during Hurricane Harvey or located within Disaster Risk Reduction Areas (DRRAs).

The selected realtor(s) will serve as agent(s) and consultant(s) for Jefferson County

All work in this scope of services must be performed by licensed Texas real estate brokers or agents with a minimum of five years' experience in Jefferson County, Texas

Section 5. Laws and Regulations

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

Section 6. Insurance

NOTE: PROFESSIONAL LIABILITY ONLY REQUIRED PER CURRENT CDBG CONTRACT SAMPLES.

The contractor (including any and all subcontractors as defined in Section 7.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below.

Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor’s liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

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

<u>Minimum Insurance Requirements:</u>	\$1,000,000
Public Liability, including Products & Completed Operations	\$1,000,000

Excess Liability

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 7 Below)

Section 7. Workers’ Compensation Insurance

7.1 Definitions:

7.1.1 **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.

7.1.2 **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.

7.1.3 **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.

- 7.2 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.
- 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.
- 7.4 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.
- 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 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
 - 7.5.2 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.
- 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 7.7 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.
- 7.8 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.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 7.9.1 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.
 - 7.9.2 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.
 - 7.9.3 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.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 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.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 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
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 7.1. – 7.7., with the certificates of coverage to be provided to the person for whom they are providing services.

- 7.10 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.
- 7.11 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.

Section 8. Statement of Qualifications

Jefferson County is soliciting statements of qualifications from qualified, licensed realtors/realty firms, with demonstrated professional competence and experience to provide realty services to facilitate the acquisition of floor prone properties for a Home Buyout/Acquisition Program.

Respondents should include the following in their response submission:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Realtor Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Realtor Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Realtor Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.
- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas
- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Description of work performance and experience with CDBG Realtor Services for Home Buyout and/or Acquisition Programs (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Realtor Services contract, identifying current employees and proposed hires; and
- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- **Three (3) COMPLETED & SIGNED Vendor Reference Statements. These statements must be completed and signed by the Reference.**
- **Proposed Cost of Services:** Please provide your cost proposal to accomplish the scope of work by activity (Realtor Services) outlined above and for any additional services required using the Cost of Services Form, Page 17.

Section 9. Additional Information

- A. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 10. Confidential/Proprietary Information

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

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

Section 11. Terms and Conditions

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Realtor/Firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Realtor/Realty Firm under contract shall be made available to any individual or organization by the Realtor/Firm without the prior written approval of the County.

5. 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>

6. Awarded Vendor(s): Submission of FORM 1295 (Texas Ethics Commission)

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

Upon entering into a contract or professional agreement, the Jefferson County Purchasing Department will submit a request to the Vendor to both:

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.

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

7. 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.

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- | | | |
|----|-----------------------------|---------------------|
| a. | Experience | Maximum Points = 30 |
| b. | Work Performance/References | Maximum Points = 30 |
| c. | Capacity to Perform | Maximum Points = 20 |
| d. | Proposed Cost | Maximum Points = 20 |

Section 13. Submission Requirements

Respondents are responsible for submitting:

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

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Wednesday, October 28, 2020.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

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

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications. Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Friday, October, 16, 2020.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents planning to hand deliver bids must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to have their temperature taken (and pass), apply hand sanitizer (provided), and wear a mask within the courthouse. If a visitor does not have a mask on-hand, one will be provided. At times, these precautions may slow entry into the courthouse. Bidders are strongly urged to plan accordingly.

County Holidays – 2020:

January 1	Wednesday	New Year's
January 20	Monday	Martin Luther King, Jr. Day
February 17	Monday	President's Day
April 10	Friday	Good Friday
May 25	Monday	Memorial Day
July 3	Friday	Independence Day
September 7	Monday	Labor Day
November 11	Wednesday	Veteran's Day
November 26 & 27	Thursday & Friday	Thanksgiving
December 24 & 25	Thursday & Friday	Christmas

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 bid 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 RFQ and urgent County requirements preclude amendment to the RFQ, 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.

Professional Realtor Services Rating Sheet

Grant Recipient Jefferson County, Texas
 Name of Respondent _____
 Evaluator's Name _____

CDBG Contract No. _____
 Date of Rating _____
Evaluator's Signature:

Experience -- Rate the Respondent of the Request for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Related Experience / Background with federally funded projects	5	_____
2. Related Experience / Background with specific project type (Federally-Funded Home Buyouts/Home Acquisitions)	5	_____
3. Related experience/background with specific services (Professional Realtor Services)	15	_____
4. References from current/past clients	5	_____
Subtotal, Experience	30 possible points	TOTAL

Work Performance

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Past client projects completed on schedule	15	_____
2. Work product is consistently of high quality with low level of errors	15	_____
Subtotal, Performance	30 possible points	TOTAL

Capacity to Perform

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Qualifications/Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Response	5	_____
4. Demonstrated understanding of scope of the project	5	_____
Subtotal, Capacity to Perform	20 possible points	TOTAL

**Professional Realtor Services Rating Sheet
 (CONTINUED)**

EVALUATOR: _____

Proposed Cost

<u>Factors</u>		Maximum Points	<u>SCORE</u>
A = Lowest Proposal	\$ _____	20	_____
B = Bidder's Proposal	\$ _____	_____	_____
A ÷ B X 20 equals Respondent's Score		_____	_____

TOTAL SCORE

<u>Factors</u>		Maximum Points	<u>SCORE</u>
<input type="checkbox"/> Experience		30	_____
<input type="checkbox"/> Work Performance		30	_____
<input type="checkbox"/> Capacity to Perform		20	_____
<input type="checkbox"/> Proposed Cost		20	_____
		100	_____
		MAXIMUM POINTS	_____
Total Score	_____		

SAMPLE

Respondent Information Form

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

RFQ Number & Name:

(RFQ 20-036/JW)

Professional Realtor Services for Home Buyout/Acquisition Program

(Community Development Block Grant- Disaster Recovery) for Jefferson County

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Respondent Shall Return Completed Form with Offer.

Cost of Services Form

Instructions: Cost of services must be submitted on this form. Please print clearly.

Each Respondent shall submit a proposed unit rate for realtor services (per each residence) as required for all projects under the scope of this RFQ. 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. Each awarded Realtor/Realty Firm shall be required to submit pricing proposals as described in the scope of work as described herein.

	Cost Per Each Residence
Realtor Services	\$ _____ . _____

Vendor Reference Number One: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO City State Zip

Reference Contact Person & Title: _____

Phone: (_____) _____ Alt. Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Reference Contact Person's Signature: _____ Date: _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate realtor services/methods?

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Two: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO City State Zip

Reference Contact Person & Title: _____

Phone: (_____)_____ Alt. Phone: (_____)_____ Fax: (_____)_____

Email Address: _____

Reference Contact Person's Signature: _____ Date: _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate realtor services/methods?

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Three: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO City State Zip

Reference Contact Person & Title: _____

Phone: (_____) _____ Alt. Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Reference Contact Person's Signature: _____ Date: _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate realtor services/methods?

Respondent Shall Return Completed Form with Offer.

CONTRACT
PROFESSIONAL REALTOR SERVICES
PART I
AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the COUNTY OF Jefferson, Texas hereinafter called the "County", acting herein by _____ here unto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the County of Jefferson, Texas desires to implement/complete the following: Community Development Block Grant – Disaster Recovery Home Buyout/Acquisition Program under the general direction of the Texas General Land Office. Whereas the County desires to engage _____ to render certain Realtor Services in connection with this Home Buyout/Acquisition Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Contract, The Jefferson County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records – The Texas General Land Office, The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the Realtor Services award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's Realtor Services contract with _____.
5. Retention of Records - The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

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

The executed agreement documents shall consist of the following components:

- | | |
|------------------------------|---|
| a. This Agreement (pgs. 1-3) | f. General Conditions, Part I |
| b. Addenda | g. Special Conditions |
| c. Invitation for Bids | h. Technical Specifications |
| d. Instructions to Bidders | i. Drawings (as listed in the Schedule of Drawings) |
| e. Signed Copy of Bid | j. [Add any applicable documents] |

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

BY: _____
 (Local County Official)

(Printed Name)

(Title)

BY: _____
 (Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

Facilitate the acquisition of approximately (15-20) properties damaged during Hurricane Harvey or located within Disaster Risk Reduction Areas (DRRAs).

Serve as realty agent and consultant for the County's Community Development Block Grant-Disaster Recovery (CDBG-DR) Buyout/Acquisition Program.

SAMPLE

PART III
PAYMENT SCHEDULE

County shall reimburse (Contractor) for Realtor Services provided and as described within this contract document and bid specifications, as follows:

\$_____. _____ per each residence acquired as part of the County's Community Development Block Grant-Disaster Recovery (CDBG-DR) Buyout/Acquisition Program.

SAMPLE

PART IV TERMS AND CONDITIONS

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

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

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

- 3. Changes.** The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- 4. Resolution of Program Non-Compliance and Disallowed Costs.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Texas General Land Office Community Development Block Grant-Disaster Relief program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.

If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

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

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

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

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

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

9. Conflicts of Interest.

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

- b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the Realtor Services award between _____ and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the Realtor Services award between _____ and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

10. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

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

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless

such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor 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.

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

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

14. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be

denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

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

[If this Contract is greater than \$100,000, include the following Section 3 language:]

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

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SAMPLE

SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION

RESPONDENT INSTRUCTIONS:

INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT REGISTRATION BEHIND THIS PAGE.

(For additional information regarding the System for Award Management, please Section 11: Terms and Conditions, Item 5, Page 10,)

CERTIFICATE OF INSURANCE

RESPONDENT INSTRUCTIONS:

INSERT COPY OF CERTIFICATE OF INSURANCE HERE.

UPON AWARD, THE AWARDED RESPONDENT WILL BE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE THAT NAMES JEFFERSON COUNTY AS AN “ADDITIONAL INSURED.”

(For additional information regarding Certificate of Insurance Requirements, please see Section 6: Insurance and Section 7: Workers’ Compensation Insurance, Page 5.)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

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

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

_____	For clarification of this offer, contact:
Company Name	
_____	_____
Address	Name
_____	_____
City State Zip	Phone Fax
_____	_____
Signature of Person Authorized to Sign	E-mail

Printed Name	

Title	

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

Professional Realtor Services for Home Buyout/Acquisition for Jefferson County funded by Community Development Block Grant-Disaster Recovery Program of the Texas General Land Office.

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

This contract shall henceforth be referred to as Contract No. 20-036/JW, Professional Realtor Services for CDBG-DR Home Buyout/Acquisition Program for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. 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 submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

_____ Firm (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State & Zip	_____ Date Signed
_____ Telephone Number	_____ Fax Number
_____ E-mail Address	

Respondent Shall Return Completed Form with Offer.

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 2270.001, 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

Bidder Shall Return Completed Form with Offer.

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

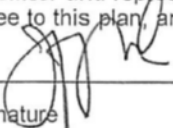
A1002

Section 3 Policy

In accordance with 12 U.S.C. 1701u the County of Jefferson agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officer and representative of Jefferson County, I the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



 Signature

JEFF R. BRANICK,
COUNTY JUDGE

Date: 02-13-2017

A1001

Equal Opportunity Guidelines for Construction Contractors

- 1. What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
- 2. Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
- 3. To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
- 4. Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
- 5. Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
- 6. What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
- 7. What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
- 8. Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

JEFFERSON COUNTY SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE

CONTRACTOR INFORMATION					
Business Name		Prime <input type="checkbox"/>	Sub <input type="checkbox"/>	Certified Section 3 Business Concern	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Address			Business Email		
Project Title / Project #			Contract Amount	\$	

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

- I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.
- I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

¹ A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
<i>List all Job Titles that are needed to complete the entire scope of work under the contract.</i>	<i>List how many employees are needed for the contract under each Job Title.</i>	<i>List how many employees are currently employed under each Job Title who are anticipated to work on the contract.</i>	<i>List how many of these positions are currently open and will need to be filled under the contract.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
<i>Example: Laborer</i>	8	5	3	1

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor’s submission may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		A. Yes <input type="checkbox"/> No		
		1. Yes <input type="checkbox"/> No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

Efforts “To the Greatest Extent Feasible”

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

Changes

If Contractors’ or subcontractors’ hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

Documentation & Reports

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor’s actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County's Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

- Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
- The Contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.
- Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.
- Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.
- Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

Business Name

Name of Authorized Officer

Signature

Date

NAME OF NOTARY (PRINT OR TYPE)

STATE OF: _____ COUNTY OF: _____ ON THIS

_____ DAY OF _____ 20__ BEFORE ME APPEARED _____

TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ {SEAL}

COMMISSION EXPIRES: _____

INTERNAL JEFFERSON COUNTY APPROVAL: _____

Compliance Monitor Signature

Date

**JEFFERSON COUNTY
 SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM**

Business Name:	Business Principal Name:	
Address:	City:	Zip Code:
Email:	Phone #:	
Type of Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> 1. Joint Venture		

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

1. My business is 51 percent or more owned by a Section 3 resident or residents;
2. Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or
3. I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

- Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)
Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

- List of all current full-time employees List of all current employees certified as Section 3 Residents
- Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)
- Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

- List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts
- Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

Print Name Signature Date

For County Use Only

Contract / Project: _____ **Department:** _____ **Date:** _____

Pursuant to 24 CFR 135.36(c), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(h) **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

GLO COMPLIANCE PACKAGE GLO INFORMATION SECURITY APPENDIX

A. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

B. Security and Privacy Compliance

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Jefferson County shall legally bind any Contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Contractor shall ensure that the requirements stated herein are imposed on Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and Contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Jefferson County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any Contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

C. Data Ownership

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Jefferson County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Jefferson County and/or the GLO all Jefferson County-owned or GLO-owned data possessed by Contractor and its employees, agents, or Contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Jefferson County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Jefferson County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Jefferson County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Jefferson County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Jefferson County or the GLO may direct Contractor to destroy any Jefferson County-owned or GLO-owned data in Contractor’s possession. Any such destruction shall

be verified by Contractor and Jefferson County and/or the GLO.

D. Data Mining

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Jefferson County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

E. Breach of Security

- a. Contractor agrees to provide Jefferson County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Jefferson County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Jefferson County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

F. Right to Audit

- a. Upon the Jefferson County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Jefferson County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's Contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Jefferson County or GLO- conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Jefferson County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning the Jefferson County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Jefferson County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

GLO COMPLIANCE PACKAGE GLO CONTRACTOR PROPOSAL CERTIFICATION



GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	Contract Number:
Contractor Name:	
Contractor Address:	Phone:

- I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.
- I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:
 - International Residential Code (IRC) – new construction and reconstruction;
 - Housing Quality Standards (HQS) – for rehabilitated properties;
 - All local building codes, standards, and specifications; and
 - All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).
- I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.
- I understand that I must provide a 1-2-10 warranty on all work performed, specifically:
 - 1 year warranty on the entire home;
 - 2 year warranty on mechanical, electrical and plumbing components; and
 - 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.
- I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

 Signature of Contractor

 Date

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

INSTRUCTIONS

CERTIFICATION OF OFFEROR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF OFFEROR (include ZIP Code)

CERTIFICATION BY OFFEROR

Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes No

The undersigned hereby certifies that:

- The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFP proceedings (if contract equals or exceeds \$100,000).
- The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds \$10,000).
- The Equal Employment Opportunity for Workers With Disabilities clause is included in the Solicitation.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE



<u>THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:</u>
<input checked="" type="checkbox"/> Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern: <ul style="list-style-type: none"> • That is 51% or more owned by Section 3 Resident(s); or • Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or • That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
<input type="checkbox"/> Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.
<u>EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)</u>
By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.
<input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.
<input checked="" type="checkbox"/> By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations
<input checked="" type="checkbox"/> By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
<input checked="" type="checkbox"/> By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.
<input type="checkbox"/> By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
<input type="checkbox"/> By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.
<input type="checkbox"/> Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
<input type="checkbox"/> By developing and using a list of eligible Section 3 Business Concerns.
<input checked="" type="checkbox"/> By actively supporting and undertaking joint ventures with Section 3 Businesses.
<u>EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS</u>
<input type="checkbox"/> By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.
<input checked="" type="checkbox"/> By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
<input type="checkbox"/> By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.
<input type="checkbox"/> By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.
<input type="checkbox"/> By arraigining interviews and conducting interviews on the job site.
<input type="checkbox"/> By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.
1. By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.

Contractor Name/Business Name: _____ **Date:** _____

Authorized Representative Name: _____ **Signature:** _____

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

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

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 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 29 CFR 5.5(a)(1)(ii) 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) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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 HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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 a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, all or part of the wages required by the contract, HUD or its designee 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee 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 HUD or its designee. 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 HUD or its designee 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 HUD or its designee, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(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 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 subparagraph A.3.(ii)(b).

(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.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee 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 subcontractor's 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

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. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

TITLE 29--Labor

Subtitle A--OFFICE OF THE SECRETARY OF LABOR

PART 3--CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

SEC.

- 3.1 Purpose and Scope
- 3.2 Definitions
- 3.3 Weekly Statement with respect to payment of wages
- 3.4 Submission of weekly statement and the preservation and inspection of weekly payroll records
- 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- 3.7 Applications for the approval of the Secretary of Labor
- 3.8 Action by the Secretary of Labor upon applications.
- 3.9 Prohibited payroll deductions
- 3.10 Method of payment of wages
- 3.11 Regulations part of contract

AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec.2, 48 STAT. §48:Reorg.Plan No. 14 of 1950, 64 Stat. 1267,5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan.4, 1964, unless otherwise noted.

§ 3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the

Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§ 3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal

agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§ 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3

and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008] **§ 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law,

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for

the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the

employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

§ 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law,

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§ 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

§ 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

§ 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

§ 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development	
CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS	
INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code)	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations. <input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that: <input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000). <input type="checkbox"/> The <u>Equal Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).	
Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type)	
SIGNATURE	DATE

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction Contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

 (Contractor)

Date _____

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO
SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #:
Project Name: _____

Firm _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: _____ Insert name, address, phone number & email address of person appointed as payroll officer
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Email Address: _____

Identifying Signature of Appointee

Signature of Appointing Officer: _____ Title: _____

Complaint Register

Under Section 3 of the Housing
 And Urban Development Act of 1968

**U.S. Department of Housing
 and Urban Development**

Office of Fair Housing
 and Equal Opportunity

OMB Approval No. 2529-0043 (revised)

(Expires 11/30/2018)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:	
Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

2. You are: (check all that apply)	
<input type="checkbox"/> Low/Very Low Income Person	<input type="checkbox"/> Section 3 Business
<input type="checkbox"/> Public Housing Resident	<input type="checkbox"/> A Representative of a Section 3 Business
<input type="checkbox"/> HUD Youthbuild Participant	<input type="checkbox"/> Other: _____
<input type="checkbox"/> A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)	

3. Basis for alleged noncompliance with Section 3:			
<input type="checkbox"/> Denied Training	<input type="checkbox"/> Denied Employment	<input type="checkbox"/> Denied Contracting	<input type="checkbox"/> Other (see below in item 6)

4. Complaint is against: (check one or more boxes)			
<input type="checkbox"/> Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.)	<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Other (please specify): _____

5. Who is this complaint being filed against?	
Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

6. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3? (Check all that apply – provide documentation, if available)	
HUD Recipient	Contractor and/or Subcontractor
<input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities	<input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3
<input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts	<input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements
<input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities	<input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause
<input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36	<input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause
<input type="checkbox"/> Failed to award contracts to Section 3 businesses	<input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3
<input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements	<input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities
<input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements	<input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34
<input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities	<input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause
<input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities	<input type="checkbox"/> Failed to award subcontracts to Section 3 businesses
<input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34	<input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34
<input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities	<input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3
<input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3	<input type="checkbox"/> Other <hr/>
<input type="checkbox"/> Other <hr/>	

7. When did the act(s) checked above occur? (Include the most recent date if several dates are involved):

_____ / _____ / _____
 Month Day Year

* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. Project name or location where alleged violation occurred? (If applicable):

Project Name (if applicable): _____ Project Number: _____

Project Location: _____

Local Contracting Agency (LCA): _____

9. Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against: (Check all that apply)

<input type="checkbox"/> PIH Operating Subsidy	<input type="checkbox"/> Other PIH Assistance	<input type="checkbox"/> Neighborhood Stabilization Program (NSP) Assistance	<input type="checkbox"/> Section 811 Supportive Housing for the Disabled
<input type="checkbox"/> PIH Capital Fund Subsidy	<input type="checkbox"/> Community Development Block Grants (CDBG)	<input type="checkbox"/> Other Community Development Assistance	<input type="checkbox"/> Project Based Housing Vouchers
<input type="checkbox"/> Choice Neighborhood Initiative Grant	<input type="checkbox"/> HOME Investment Partnership Funding	<input type="checkbox"/> Lead-Based Paint	<input type="checkbox"/> Other HUD Housing Assistance
<input type="checkbox"/> HOPE VI Grant	<input type="checkbox"/> McKinney Homeless Assistance	<input type="checkbox"/> Section 202 Supportive Housing for the Elderly	<input type="checkbox"/> Other Covered HUD Funding

10. Description of act(s) or incident(s) involving alleged violation of Section 3: Summarize what happened? Attach additional information if necessary	
11. Declaration Statement I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.	
Signature	Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that **when** new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: <http://www.huduser.org/portal/datasets/il.html> to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

- A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
- B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000; and
- C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)

All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

- Box 1:** Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.
- Box 2:** Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.
- Box 3:** Select the appropriate basis for the complaint which you are filing.
- Box 4:** Select the appropriate option that best describes the person or entity that you are filing this complaint against.
- Box 5:** Provide the name, address, and contact information for the person or entity that you are filing this complaint against.
- Box 6:** Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.
- Box 7:** Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.
- Box 8:** If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.
- Box 9:** Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.
- Box 10:** Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.
- Box 11:** Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

<p>BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax: (617) 565-7313 Email: complaints_office_01@hud.gov</p> <p>*Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont</p>	<p>FORT WORTH REGIONAL OFFICE U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax: (817) 978-5876 Email: complaints_office_06@hud.gov</p> <p>*Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas</p>
<p>NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov</p> <p>*Covers the following states: New Jersey and New York</p>	<p>KANSAS CITY REGIONAL OFFICE U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov</p> <p>*Covers the following states: Iowa, Kansas, Missouri, and Nebraska</p>
<p>PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov</p> <p>*Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia</p>	<p>DENVER REGIONAL OFFICE U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov</p> <p>*Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming</p>

<p>ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov</p> <p>*Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands</p>	<p>SAN FRANCISCO REGIONAL OFFICE U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov</p> <p>*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada</p>
<p>CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov</p> <p>*Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin</p>	<p>SEATTLE REGIONAL OFFICE U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_10@hud.gov</p> <p>*Covers the following states: Alaska, Idaho, Oregon, and Washington</p>

§ 135.38 Section 3 clause.

All Section 3 contracts shall include the following clause (referred to as the Section 3 clause):

A. The work performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended 12.U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontracts subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 35.

F. Noncompliance with HUD's regulation in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

- 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 bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

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

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
 Yes No

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.

Bidder Shall Return Completed Form with Offer.

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

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street
City
State
Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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: _____

Bidder Shall Return Completed Form with Offer.

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

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

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

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

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

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

Bidder Shall Return Completed Form with Offer.

Required Federal Contract Provisions

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Jefferson County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Jefferson County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party Contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Jefferson County, all contracts made by Jefferson County under the Federal award shall contain provisions covering the following, as applicable.

1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. **Key Definitions.**

- i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. **Applicability.** This requirement applies to all federal grant and cooperative agreement programs.

d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 non-compliance with the non-discrimination 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 non-compliance:

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.

4. DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

5. COMPLIANCE WITH COPELAND ANTI-KICKBACK ACT

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Jefferson County or Texas General Land Office 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 of these contract clauses.

c. 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.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act

(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. Jefferson County or Texas General Land Office 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.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to “funding agreements,” but it 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.”

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. 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.
2. The Contractor agrees to report each violation to Jefferson County and understands and agrees that Jefferson County 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.

Federal Water Pollution Control Act

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 Jefferson County and understands and agrees that Jefferson County will, in turn, report each violation as required to assure notification to the Texas General Land Office, 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 assistance provided by the Texas General Land Office.

9. DEBARMENT AND SUSPENSION

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that Contractors are not excluded or disqualified.

Suspension and Debarment

- (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 (insert name of recipient/subrecipient/applicant). 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 Jefferson County, 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.

10. BYRD ANTI-LOBBYING AMENDMENT

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.

11. PROCUREMENT OF RECOVERED MATERIALS

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—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.
 - i. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
 - ii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide Jefferson County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the Harr Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or 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 Jefferson County or Texas General Land Office or its 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, Jefferson County 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.

13. CHANGES

a. **Standard.** 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.

b. Applicability. 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.

14. U.S. DEPARTMENT OF HOMELAND SECURITY (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.”

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

“This is an acknowledgement that Texas General Land Office 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, policies, procedures, and directives.”

16. 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.”

17. 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.”

18. CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part “program or activity” is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. “Funded in whole or in part with community development funds” means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity.

A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;
- b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
- c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;
- d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

- e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and
- f. Deny an opportunity to participate in a program or activity as an employee.

19. COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Jefferson County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

20. DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II).

The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE);

U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Jefferson County reserves the right to verify any Contractor's status and document instances of debarment, suspension, or other ineligibility.

The Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Jefferson County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Jefferson County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))

Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

22. EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:

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

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

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

1. 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.

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

23. EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.222- 36)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a.** Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- b.** Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

24. EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Jefferson County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a.** The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b.** The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:
 - i.** Recruitment, advertising, and job application procedures.
 - ii.** Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii.** Rates of pay or any other form of compensation and changes in compensation.
 - iv.** Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v.** Leaves of absence, sick leave, or any other leave.
 - vi.** Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii.** Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii.** Activities sponsored by the contractor including social or recreational programs.
- c.** Any other term, condition, or privilege of employment. The Contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a

privately-run job service or exchange will satisfy the contractor's listing obligation if the privately-run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- f. As used in this clause:
 - i. All employment openings includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed

in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;(b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

- iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- g. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- h. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- j. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

- k. The contractor will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA 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 Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- l. The contractor must, 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 their protected veteran status.
- m. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.
- n. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

25. FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

26. FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

27. GREEN BUILDING STANDARDS

At a minimum, Contractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.

- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

28. HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Jefferson County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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.

29. LEAD-BASED PAINT (24 CFR 570.608)

Contractor must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

30. NON-COLLUSION (The Sherman Act)

Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Contractor shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

- d. Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

31. NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at:

www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

32. PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBs) to assure that MWBs are used when possible. These affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- c. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE).

Contractors who wish to check the status of a firm may visit:

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

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation.

Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching:

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

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

33. POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the *Conflict of Interest Questionnaire* (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period.

The disclosure questionnaire must be filed with the Jefferson County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Proposal for services on a Jefferson County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint-venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Proposal, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Jefferson County.

34. PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)

Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of \$2,000 awarded by Jefferson County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Proposal, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Jefferson County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Jefferson County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

36. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

- a. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled “Restrictions on Public Works Projects.” (Set out under “Contract Clauses” below.)

- b. Certification. Except as provided in paragraph (C) of this provision, by submission of its Proposal, Offeror certifies that it:
 - i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
 - ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
 - iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.
- c. Inability to certify. An Offeror unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.
- d. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.
- e. Notice. Offeror shall provide written notice to the Contracting Officer if, at any time before the contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- f. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to an Offeror (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.
- g. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

37. RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

- a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

- i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;
 - ii. If the title to 50 percent or more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.
 - iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
 - iv. In the case of a partnership, if any general partner is a citizen of the foreign country;
 - v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
 - vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Jefferson County will consider a product as produce in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.
- b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.
- c. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- d. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

38. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

39. TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Jefferson County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Jefferson County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Jefferson County may have in law or equity. Administrative remedies for non-performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Jefferson County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors. Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney’s Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Jefferson County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

40. VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas Government Code Chapter 2270, Contractor verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, “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 for ordinary business purposes.

41. VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Jefferson

County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at <https://jeffcotax.com/>

set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Jefferson County, Jefferson County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

42. WHISTLEBLOWER PROTECTION ACT

Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
None	<p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(B) has given to the local government officer or a family member of the officer one or more gifts that have an</p>	<p><u>Chapter 176</u> of the Local Government Code</p>

	<p>aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p>	
<p>>\$10,000</p>	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p>	
<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p><i>Use the following language for contracts > \$50,000:</i></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>Option Contract Language for Procurement before Grant Funds Awarded</p>	<p>Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.</p>	<p>2 CFR 200.319(a)</p>

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
<p>>\$10,000</p>	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>\$60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p><i>During the performance of this contract, the Contractor agrees as follows:</i></p> <p><i>(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</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

	<p>conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.</p> <p>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.</p> <p>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</p>	
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	<p>(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.</p> <p>(c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying</p>	<p>24 CFR §135.38</p>

	<p>with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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Construction Contracts

THRESHOLD	PROVISION	CITATION
<p>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
<p>>\$2,000 (Satisfied with inclusion of HUD 4010)</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>

<p>>\$10,000</p>	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “<u>federally assisted construction contract</u>” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p><i>During the performance of this contract, the Contractor agrees as follows:</i></p> <p><i>(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</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>
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	<p>applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>	
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	<p>of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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.</p> <p>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</p>	
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	<p>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.</p> <p>(c) Subcontracts. Each nonexempt prime Contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the Contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor</p>	<p>2 CFR 200 APPENDIX II (E)</p>

	<p>regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the</p>	<p>24 CFR §135.38</p>

	<p>subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the 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
_____, 20____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(_____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

APPENDIX B.

Addendum No. 1
(Sole addendum issued for RFQ 20-036/JW)



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO RFQ

RFQ Number: RFQ 20-039/JW
RFQ Title: Professional Property Surveying Services for Home Buyout/Acquisition Program (Community Development Block Grant – Disaster Recovery) for Jefferson County
RFQ Due: 11:00 am CT, Wednesday, October 28, 2020
Addendum No.: 1
Issued (Date): October 5, 2020

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

Reason for Issuance of this addendum: Revision to Evaluation Rating Criteria. Please see revised bid specifications pages 10, 14, 16, 17, & 19 (attached).

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

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

ATTEST:

Kenneth M. Randolph 10-30-23
Witness

ch ch 10-30-23
Witness

Approved by _____ Date: _____

Delores Dee Chevis 10-30-23
Authorized Signature (Respondent)

Dwain / Broker
Title of Person Signing Above

Dee Richard Real Estate LLC
Typed Name of Business or Individual

2650 Laurel St.
Beaumont, TX 77702
Address

Revised Page Number 8 (Addendum No. 1 – RFQ 20-036/JW)

Section 8. Statement of Qualifications

Jefferson County is soliciting statements of qualifications from qualified, licensed realtors/realty firms, with demonstrated professional competence and experience to provide realty services to facilitate the acquisition of floor prone properties for a Home Buyout/Acquisition Program.

Respondents should include the following in their response submission:

- Name of the firm wishing to contract with the County.
- Firm's local address.
- Firm's corporate or main office address.
- Number of years the firm has been in business.
- Firm's organization chart
- Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
- Description of the reasons why the firm would be uniquely qualified to provide Professional Realtor Services to Jefferson County.
- Brief history your firm, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Realtor Services;
- Brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Realtor Services as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract; and capability of meeting deadlines.
- Proof of proper and valid licensing to conduct business in Jefferson County and the State of Texas
- Proof of Current Applicable Department of Professional Regulation License(s)
- Proof of Other Current Applicable Certification(s)
- Description of work performance and experience with CDBG Realtor Services for Home Buyout and/or Acquisition Programs (within the past five years) including a list of at least three references from past local government clients or other applicable clients, with information describing the recency and relevancy of the previous performance and experience;
- Description of your firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this Realtor Services contract, identifying current employees and proposed hires; and
- Statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.
- **Three (3) COMPLETED & SIGNED Vendor Reference Statements. These statements must be completed and signed by the Reference.**
- ~~**Proposed Cost of Services: Please provide your cost proposal to accomplish the scope of work by activity (Realtor Services) outlined above and for any additional services required using the Cost of Services Form, Page 17.**~~

Revised Page Number 12 (Addendum No. 1 – RFQ 20-036/JW)

Section 12. Rating Criteria

The appointed Selection Committee will consider the following criteria in evaluating responses:

- | | | |
|---------------|-----------------------------|--|
| a. | Experience | Maximum Points = 40 |
| b. | Work Performance/References | Maximum Points = 40 |
| c. | Capacity to Perform | Maximum Points = 20 |
| d. | Proposed Cost | Maximum Points = 20 (Omitted per this addendum) |

Section 13. Submission Requirements

Respondents are responsible for submitting:

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

Additionally, Respondent must monitor the Jefferson County Purchasing Department Website (below) to see if addenda or additional instructions have been posted. Failure to return all required forms could result in a response being declared as non-responsive.

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

Responses shall be mailed or delivered to:

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

All submissions must be received by 11:00 am CT, Wednesday, October 28, 2020.

Jefferson County will not accept any submissions received after the stated time and date, and shall return such submissions unopened to the Respondent.

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

Submissions shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ Number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

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

Submissions will be opened publicly in a manner to avoid public disclosure of contents/however only the names of Respondents will be read aloud.

There will NOT be a Pre-Submittal Conference for this RFQ.

Deadline for Questions: In the event your firm desires additional information, Jefferson County will endeavor to provide such information; however, Jefferson County will not be responsible for any delay resulting in the respondent's inability to meet the deadline for submission of the Statement of Qualifications. Interested parties may provide written questions to Jamey West, Assistant Purchasing Agent at: jwest@co.jefferson.tx.us.

Question responses will be made available as soon as possible and posted as addendum(s) to the on the Jefferson County Purchasing Department's website.

The deadline for asking questions in writing or requesting additional information (in writing or in person) is 5:00 pm, Friday, October, 16, 2020.

Revised Page Number 14 (Addendum No. 1 – RFQ 20-036/JW)

Professional Realtor Services Rating Sheet (Revised)

Grant Recipient Jefferson County, Texas
 Name of Respondent _____
 Evaluator's Name _____

CDBG Contract No. _____
 Date of Rating _____
 Evaluator's Signature: _____

Experience -- Rate the Respondent of the Request for Qualifications (RFQ) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Related Experience / Background with federally funded projects	5	_____
2. Related Experience / Background with specific project type (Federally-Funded Home Buyouts/Home Acquisitions)	5	_____
3. Related experience/background with specific services (Professional Realtor Services)	20	_____
4. References from current/past clients	10	_____
Subtotal, Experience		_____
	40 possible points	TOTAL

Work Performance

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Past client projects completed on schedule	20	_____
2. Work product is consistently of high quality with low level of errors	20	_____
Subtotal, Performance		_____
	40 possible points	TOTAL

Capacity to Perform

<u>Factors</u>	<u>Maximum Points</u>	SCORE
1. Qualifications/Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Response	5	_____
4. Demonstrated understanding of scope of the project	5	_____
Subtotal, Capacity to Perform		_____
	20 possible points	TOTAL

Revised Page Number 15 (Addendum No. 1 – RFQ 20-036/JW)

**Professional Realtor Services Rating Sheet (Revised)
(CONTINUED)**

EVALUATOR: _____

TOTAL SCORE

<u>Factors</u>	Maximum Points	<u>SCORE</u>
<input type="checkbox"/> Experience	40	_____
<input type="checkbox"/> Work Performance	40	_____
<input type="checkbox"/> Capacity to Perform	20	_____
	<hr/> 100	<hr/>
Total Score _____	MAXIMUM POINTS	_____

SAMPLE

Revised Page Number 17 (Addendum No. 1 – RFQ 20-036/JW)

~~Cost of Services Form~~ Note: This Page Omitted.

~~Instructions:~~ ~~Cost of services must be submitted on this form. Please print clearly.~~

~~Each Respondent shall submit a proposed unit rate for realtor services (per each residence) as required for all projects under the scope of this RFQ. 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. Each awarded Realtor/Realty Firm shall be required to submit pricing proposals as described in the scope of work as described herein.~~

Cost Per Each Residence	
Realtor Services	\$ _____.

APPENDIX C.

Additional Required Documentation.



Entity Information Search Results 2 Total Results

Filter by:

Keyword (ALL)

"Dee Richard Real Estate"

Status

Active,Inactive

DEE RICHARD REAL ESTATE ● Active Registration

Entity

Unique Entity ID: EGS1GA1D7WC5

Physical Address:

Expiration Date:

CAGE/NCAGE:

2630 LAUREL ST
BEAUMONT , TX
77702 USA

Aug 28, 2024

Purpose of Registration:

Federal Assistance Awards

Terra Firma Consulting LLC ● Active Registration

Entity

Unique Entity ID: W4NMBJT2UYS1

Physical Address:

Expiration Date:

CAGE/NCAGE: 9JEC3

251 COUNCIL FIRE CIR
GALENA , IL
61036 USA

Mar 30, 2024

Purpose of Registration:

All Awards



An official website of the United States government [Here's how you know](#)



Entity Validation Processing Show Details
Oct 24, 2023



See All Alerts

SCR Reporting Opens October 5, 2023 Show Details
Oct 3, 2023



Home Search Data Bank Data Services Help

< Core Data



Entity Information

DEE RICHARD REAL ESTATE • Active Registration

Unique Entity ID CAGE/NCAGE
EGS1GA1D7WC5

Expiration Date
Aug 28, 2024

Physical Address
**2630 Laurel ST
Beaumont, Texas
77702-2205, United States**

Mailing Address
**2630 Laurel ST
Beaumont, Texas
77702-2205, United States**

Purpose of Registration
Federal Assistance Awards Only

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL (blank)
Division Name (blank)	Division Number (blank)
Congressional District Texas 36	State/Country of Incorporation Texas, United States

Registration Dates

Activation Date Aug 31, 2023	Initial Registration Date Aug 24, 2023
Submission Date Aug 29, 2023	

Owner	CAGE	Legal Business Name
Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Entity Dates

Entity Start Date Mar 1, 1980	Fiscal Year End Close Date Dec 31
---	---

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

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

Yes

ENTITY TYPES

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Limited Liability Company

Socio-Economic Types

Minority-Owned Business, Women-Owned Small Business, Women-Owned Business, Black American Owned

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

FINANCIAL INFORMATION

Payments

Accepts Credit Card Payments
No

Debt Subject To Offset [?]
No

ACCOUNT DETAILS

EFT Indicator 0000
CAGE Code (blank)

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

Delores Chevis

Address

2630 Laurel
Beaumont, Texas 77702
United States

Notes:

Direct phone number 409-331-4544

Government Business

Primary Point of Contact

Delores Chevis, Broker/Owner

Address

2630 Laurel
Beaumont, Texas 77702
United States

Notes:

Direct phone number 409 331-4544



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SAM.gov

An official website of the U.S. General Services Administration

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

Dee Richard Real Estate, LLC
Beaumont, TX United States

Certificate Number:
2020-682388

Date Filed:
10/25/2020

Date Acknowledged:
10.25.2023

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

Jefferson County

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

RFQ 20-036/JW
Professional Realtor services for Home Buyout/Acquisition Program.

Contract

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Delores Dee Chevis, and my date of birth is 06-21-1950
My address is 2630 Laurel Beaumont TX 77702 USA
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 28th day of October 2020.
(month) (year)

Delores "Dee" Chevis
Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2023

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

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

PRODUCER Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	CONTACT NAME: Gary Pearl PHONE (A/C No, Ext): 1-800-447-4982 FAX (A/C, No): 1-866-817-9009 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : GREENWICH INSURANCE COMPANY</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : GREENWICH INSURANCE COMPANY	22322	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : GREENWICH INSURANCE COMPANY	22322														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Dee Richard Real Estate, LLC 2630 Laurel St Beaumont, TX 77702-2205															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Real Estate E&O		N	PEG9134234-19	06/12/2023	06/12/2024	Limits: \$1,000,000/\$1,000,000 Deductible: \$2500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Jefferson County, Beaumont, TX Jefferson County Purchasing Department Jamey West, Contract Specialist 1149 Pearl St, 1st Fl, Beaumont, TX 77701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pearl Insurance <div style="text-align: right; margin-top: 20px;"> </div>
--	--

 **COMPTROLLER.TEXAS.GOV** **Purchasing**Glenn Hegar
Texas Comptroller of Public Accounts

Divestment Statute Lists

- Financial Companies that Boycott Energy Companies [comptroller.texas.gov/purchasing/docs/divest-energy.xlsx] — *Updated October 2023*
- List of Financial Companies that Boycott Energy Companies FAQ [comptroller.texas.gov/purchasing/docs/divest-energy.pdf] — *Updated October 2023*
- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.xlsx] — *Updated October 2023*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx] — *Updated June 2023*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.xlsx] — *Updated June 2023*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.xlsx] — *Updated December 2, 2022*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.xlsx] — *Updated December 2, 2022*

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated 2023-Q4

Listing in both Annex 1 and Annex 2

FINANCIAL COMPANY	ISIN
AMP LIMITED	AU000000AMP6
BLACKROCK, INC	US09247X1019
BNP PARIBAS SA	FR0000131104
CREDIT AGRICOLE SA	FR0000045072
DANSKE BANK A/S	DK0010274414
HSBC HOLDINGS PLC	GB0005405286
IMPAX ASSET MANAGEMENT GROUP PLC	GB0004905260
JUPITER FUND MANAGEMENT PLC	GB00B53P2009
NORDEA BANK ABP	FI4000297767
RATHBONE INVESTMENT MANAGEMENT LTD	GB0002148343
SCHRODERS PLC	GB0002405495
SOCIETE GENERALE SA	FR0000130809
SVENSKA HANDELSBANKEN AB	SE0007100599
SWEDBANK AB	SE0000242455
UBS GROUP AG*	CH0244767585
<i>*Acquired Credit Suisse Group AG</i>	

FINANCIAL COMPANY

1919 SOCIALLY RESPONSIVE BALANCED FUND
AB SUSTAINABLE GLOBAL THEMATIC FUND
AB SUSTAINABLE INTERNATIONAL THEMATIC FUND
AB SUSTAINABLE THEMATIC BALANCED PORTFOLIO
AB SUSTAINABLE THEMATIC CREDIT PORTFOLIO
AB SUSTAINABLE US THEMATIC PORTFOLIO
ABRDN EMERGING MARKETS SUSTAINABLE LEADERS FUND
ABRDN GLOBAL EQUITY IMPACT FUND
ABRDN INTERNATIONAL SUSTAINABLE LEADERS FUND
ABRDN US SUSTAINABLE LEADERS FUND
ABRDN US SUSTAINABLE LEADERS SMALLER COMPANIES FUND
AGF GLOBAL SUSTAINABLE EQUITY FUND
ALGER RESPONSIBLE INVESTING FUND
ALPS/KOTAK INDIA ESG FUND
AMERICAN BEACON TWENTYFOUR STRATEGIC INCOME FUND
AMERICAN BEACON TWENTYFOUR SUSTAINABLE SHORT TERM BOND FUND
AMG BOSTON COMMON GLOBAL IMPACT FUND
APPLESEED FUND
AQR SUSTAINABLE LONG-SHORT EQUITY CARBON AWARE FUND
ARISTOTLE CORE BOND FUND
ASHMORE EMERGING MARKETS CORPORATE INCOME ESG FUND
ASHMORE EMERGING MARKETS EQUITY ESG FUND
ASPIRATION REDWOOD FUND
AVANTIS RESPONSIBLE EMERGING MARKETS EQUITY ETF
AVANTIS RESPONSIBLE INTERNATIONAL EQUITY ETF
AVANTIS RESPONSIBLE U.S. EQUITY ETF
AXS SUSTAINABLE INCOME FUND
BLACKROCK ESG CAPITAL ALLOCATION TRUST
BLACKROCK FUTURE CLIMATE AND SUSTAINABLE ECONOMY ETF
BLACKROCK GLOBAL IMPACT FUND
BLACKROCK INFRASTRUCTURE SUSTAINABLE OPPORTUNITIES FUND
BLACKROCK INTERNATIONAL IMPACT FUND
BLACKROCK LIFEPAATH ESG INDEX 2025 FUND
BLACKROCK LIFEPAATH ESG INDEX 2030 FUND
BLACKROCK LIFEPAATH ESG INDEX 2035 FUND
BLACKROCK LIFEPAATH ESG INDEX 2040 FUND
BLACKROCK LIFEPAATH ESG INDEX 2045 FUND
BLACKROCK LIFEPAATH ESG INDEX 2050 FUND
BLACKROCK LIFEPAATH ESG INDEX 2055 FUND
BLACKROCK LIFEPAATH ESG INDEX 2060 FUND
BLACKROCK LIFEPAATH ESG INDEX 2065 FUND
BLACKROCK LIFEPAATH ESG INDEX RETIREMENT FUND
BLACKROCK LIQUID ENVIRONMENTALLY AWARE FUND
BLACKROCK SUSTAINABLE ADVANTAGE COREALPHA BOND FUND
BLACKROCK SUSTAINABLE ADVANTAGE EMERGING MARKETS EQUITY FUND
BLACKROCK SUSTAINABLE ADVANTAGE GLOBAL EQUITY FUND
BLACKROCK SUSTAINABLE ADVANTAGE INTERNATIONAL EQUITY FUND
BLACKROCK SUSTAINABLE ADVANTAGE LARGE CAP CORE FUND
BLACKROCK SUSTAINABLE BALANCED FUND
BLACKROCK SUSTAINABLE BALANCED PORTFOLIO
BLACKROCK SUSTAINABLE EMERGING MARKETS BOND FUND
BLACKROCK SUSTAINABLE EMERGING MARKETS EQUITY FUND
BLACKROCK SUSTAINABLE EMERGING MARKETS FLEXIBLE BOND FUND
BLACKROCK SUSTAINABLE HIGH YIELD BOND FUND
BLACKROCK SUSTAINABLE INTERNATIONAL EQUITY FUND
BLACKROCK SUSTAINABLE LOW DURATION BOND FUND
BLACKROCK SUSTAINABLE TOTAL RETURN FUND
BLACKROCK SUSTAINABLE U.S. GROWTH EQUITY FUND
BLACKROCK SUSTAINABLE U.S. VALUE EQUITY FUND
BLACKROCK U.S. CARBON TRANSITION READINESS ETF
BLACKROCK U.S. IMPACT FUND
BLACKROCK UNCONSTRAINED EQUITY FUND
BLACKROCK US IMPACT FUND
BLACKROCK WORLD EX U.S. CARBON TRANSITION READINESS ETF
BNY MELLON CONCENTRATED INTERNATIONAL ETF
BNY MELLON GLOBAL DYNAMIC BOND INCOME FUND
BNY MELLON GLOBAL EMERGING MARKETS FUND
BNY MELLON GLOBAL EQUITY INCOME FUND
BNY MELLON GLOBAL REAL RETURN FUND
BNY MELLON GLOBAL STOCK FUND
BNY MELLON INTERNATIONAL EQUITY ETF
BNY MELLON INTERNATIONAL STOCK FUND
BNY MELLON RESPONSIBLE HORIZONS CORPORATE BOND ETF
BNY MELLON SUSTAINABLE GLOBAL EMERGING MARKETS ETF
BNY MELLON SUSTAINABLE INTERNATIONAL EQUITY ETF
BNY MELLON SUSTAINABLE U.S. EQUITY FUND
BNY MELLON SUSTAINABLE US EQUITY ETF
BNY MELLON SUSTAINABLE US EQUITY PORTFOLIO, INC.
BNY MELLON US EQUITY FUND
BOSTON COMMON ESG IMPACT EMERGING MARKETS FUND
BOSTON COMMON ESG IMPACT INTERNATIONAL FUND
BOSTON COMMON ESG IMPACT US EQUITY FUND
BOSTON TRUST WALDEN SMID CAP FUND
BROWN ADVISORY SUSTAINABLE GROWTH FUND
BROWN ADVISORY SUSTAINABLE SMALL-CAP CORE FUND
CALAMOS ANTEKOUNMPO GLOBAL SUSTAINABLE EQUITIES ETF
CCM ALTERNATIVE INCOME FUND

TICKER

SSIA, SESL, LMRNX
ALTFX, ATEYX, ATECX, AGTIX, ATEKX, ATERX, ATEZX
AWPAX, AWPYX, AWPCX, AWPIX, AWPKX, AWPRX, AWPZX
ABPAX, ABPYX, ABPCX, APWIX, APWXX, APPRX, ABPZX
STHAX, STHYX
SUTAX, FFFYX, SUTCX, SUTZX
GIGAX, GIGCX, GIRR, GIGIX, GIGSX
JETIX
JIEIX, BJBIX
GXXAX, GXXCX, GGLIX, GXXIX
MLSAX, GLSRX, GGUIX, AELSX
AGPIX, AGPRX
SPEGX, AGFCX, AGIFX, ALGZX
INAX, INFCX, INDIX, INDSX, INDAX
TFSAX, TFGCX, TFGYX, TFGIX, TFGPX
TFBAX, TFBGX, TFBYX, TFBRX
BRWIX
APPIX, APPLX
QNZIX, QNZNX, QNZRX
PLEDX, PLEBX
ECAEX, ECCEX, ECIEX
ESAGX, ESCGX, ESIGX
REDWX
AVSE
AVSD
AVSU
AXSKX
ECAT
BECO
BGAMX, BGIMX, BGKMX
BINFX, BINAX, BINXX
BIBGX, BIBHX, BIKMX
LEBIX, LELAX, LEBKX
LENAX, LENIX, LENXX
LEJAX, LEJIX, LEJKX
LEKAX, LEKIX, LEKKX
LEHAX, LEHIX, LEHXX
LEBAX, LEGIX, LEPKX
LEVAX, LEEIX, LEVXX
LEZAX, LEZIX, LEZKX
LEWAX, LEWIX, LEWXX
LERAX, LERIX, LERXX
VSGXX, CCLXX, LEDXX, GPEXX, LEFFX, LEAXX, PSLXX, PDFXX
BIIX, BIAAX, BIACX, BIAKX
BLZIX, BLZAX, BLZKX
MKSCX, MDSCX, MASCX
BRZAX, BRZIX, BRZKX
BIRAX, BIRCX, BIRIX, BIRKX
MACPX, MDCPX, MCCPX, MKCPX, MRBPX

BEHIX, BEHKX,
MAPCX, MDPCX, MPCKX, MRPCX
BEDIX, BREDX, BAEDX
BSHAX, BSHIX, BSHKX
BSUIX, BISAX, BKSIX
BSLIX, BASLX, BSLKX
BISTX, BASTX, BKSTX
BESGX, BASGX, BSGKX
BSUVX, BSVAX, BSVKX
LCTU
BIBFX
MAEGX, MREGX, MDEGX, MCEGX
BUAMX, BIBFX, BUKMX
LCTD
BKCI
DGDAX, DGDGX, DGDIX, DGDYX
DGEAX, DGECC, DGEIX, DGEYX
DEQAX, DEQCX, DQEIX, DEQYX
DRRAX, DRRCX, DRRIX, DRRYX
DGLAX, DGLCX, DGLRX
BKIE US
DISAX, DISCX, DISRX
RHCB
BKES
BKIS
DTCAX, DTCCX, DRTCX, DTCYX, DRTHX
BKUS
DTCAX, DTCCX, DRTCX, DRTHX
DPUAX, DPUCC, DPUIX
BCEMX
BCAIX
BCAMX
WASMX
BAWAX, BAFWX, BIAWX
BAFYX, BIAFY
SROI
CCMINX

CCM COMMUNITY IMPACT BOND FUND	CRANX, CRAIX, CRATX
CCM CORE IMPACT EQUITY FUND	QUAGX
CCM SMALL/MID-CAP IMPACT VALUE FUND	QUSVX
CLEARBRIDGE SUSTAINABILITY LEADERS FUND	LCSTX, LCISX, LCILX, CBSLX, CLSUX, CAABX
COLUMBIA US ESG EQUITY INCOME ETF	ESGS
CROSSINGBRIDGE RESPONSIBLE CREDIT FUND	CBRDY
DFA EMERGING MARKETS SOCIAL CORE EQUITY PORTFOLIO	DFESX
DFA EMERGING MARKETS SUSTAINABILITY CORE 1 PORTFOLIO	DESIX
DFA SOCIAL FIXED INCOME PORTFOLIO	DSFIX
DFA US SOCIAL CORE EQUITY 2 PORTFOLIO	DFUEX
DFA US SUSTAINABILITY CORE 1 PORTFOLIO	DFSIX
DFA US SUSTAINABILITY TARGETED VALUE PORTFOLIO	DAABX
DOMINI IMPACT BOND FUND	DSBIX, DSBFX, DSBYX
DOMINI IMPACT EQUITY FUND	DSEPX, DIEQX, DSEFX, DSFRX
DOMINI IMPACT INTERNATIONAL EQUITY FUND	DOMAX, DOMOX, DOMIX, DOMYX
DOMINI SUSTAINABLE SOLUTIONS FUND	LIFEX, CAREX
DWS ESG CORE EQUITY FUND	DESAX, DESCX, DESGX, DESRX, DESUX, DESSX
DWS ESG GLOBAL BOND FUND	SZGAX, SZGCX, DGBIX, SSTGX
DWS ESG INTERNATIONAL CORE EQUITY FUND	DURAX, DURCX, DURIX, DURSX
DWS ESG LIQUIDITY FUND	ESIXX, ESGXX, ESRXX
ETHO CLIMATE LEADERSHIP ETF	ETHO
FIDELITY ADVISOR CLIMATE ACTION FUND	FCAIX, FCALX, FCAUX, FCAOX, FCLZX
FIDELITY ADVISOR SUSTAINABLE CORE PLUS BOND FUND	FIAIX, FIAJX, FIALX, FIAKX, FIAMX
FIDELITY ADVISOR SUSTAINABLE EMERGING MARKETS EQUITY FUND	FSWAX, FSZIX, FSZZX
FIDELITY CLIMATE ACTION FUND	FCAEX
FIDELITY INTERNATIONAL SUSTAINABILITY INDEX FUND	FNIDX
FIDELITY SAI SUSTAINABLE SECTOR FUND	FIDJX
FIDELITY SAI SUSTAINABLE U.S. EQUITY FUND	FIDEX
FIDELITY SUSTAINABILITY BOND INDEX FUND	FND5X
FIDELITY SUSTAINABLE INTERNATIONAL EQUITY FUND	FSYRX, FSOAX, FSYCX, FSQIX, FSYMX, FSQIX
FIDELITY SUSTAINABLE MULTI-ASSET FUND	FYMRX, FYMAX, FYMCX, FYMIX, FYMMX
FIDELITY SUSTAINABLE US EQUITY FUND	FSEBX
FIDELITY US SUSTAINABILITY INDEX FUND	FTLX
FIRST TRUST EIP CARBON IMPACT ETF	ECLN
FIS KNIGHTS OF COLUMBUS GLOBAL BELIEF ETF	KOCG
FLEXSHARES ESG & CLIMATE DEVELOPED MARKETS EX-US CORE INDEX FUND	FEDM
FLEXSHARES ESG & CLIMATE EMERGING MARKETS CORE INDEX FUND	FEEM
FLEXSHARES ESG & CLIMATE HIGH YIELD CORPORATE CORE	FEHY
FLEXSHARES ESG & CLIMATE INVESTMENT GRADE CORPORATE CORE INDEX FUND	FEIG
FLEXSHARES ESG & CLIMATE US LARGE CAP CORE INDEX FUND	FEUS
FLEXSHARES STOXX GLOBAL ESG SELECT INDEX FUND	ESGG
FLEXSHARES STOXX US ESG SELECT INDEX FUND	ESG
FRONTIER MFG GLOBAL SUSTAINABLE FUND	FMSGX, FMSRX
GABELLI SRI FUND	ESGHX, ESGGX, ESGJX, ESGKX
GENESIS BALANCED PORTFOLIO	MBAPX
GENESIS CONSERVATIVE PORTFOLIO	MCONX
GENESIS GROWTH PORTFOLIO	MGAFX
GLOBAL SOCIAL CORE EQUITY PORTFOLIO	DGBEX
GLOBAL SUSTAINABILITY FIXED INCOME PORTFOLIO	DGSFX
GLOBAL X NASDAQ 100 ESG COVERED CALL ETF	QYLE
GLOBAL X S&P 500 ESG COVERED CALL ETF	XYLE
GOLDMAN SACHS ACTIVEBETA PARIS-ALIGNED CLIMATE US LARGE CAP EQUITY ETF	GPAL
GOLDMAN SACHS BLOOMBERG CLEAN ENERGY EQUITY ETF	GCLN
GOLDMAN SACHS ESG EMERGING MARKETS EQUITY FUND	GEBAX, GEBCX, GEBIX, GEBNX, GEBRX, GEB5X, GEPPX
GOLDMAN SACHS INTERNATIONAL EQUITY ESG FUND	GSIFX, GSICX, GSIEX, GSISX, GIRNX, GSIWX, GTFPX
GOLDMAN SACHS US EQUITY ESG FUND	GAGVX, GCGVX, GINGX, GIRGX, GRGVX, GDEUX, GALPX
GREEN CALIFORNIA TAX-FREE INCOME FUND	CFNTX
GREEN CENTURY BALANCED FUND	GCBUX, GCBLX
GREEN CENTURY EQUITY FUND	GCEUX, GCEQX
GREEN CENTURY MSCI INTERNATIONAL INDEX FUND	GCIFX, GCINX
GUINNESS ATKINSON ALTERNATIVE ENERGY FUND	GAAEX
HARTFORD CLIMATE OPPORTUNITIES FUND	HEOMX, HEONX, HEOIX, HEORX, HEOSX, HEOTX, HEOVX, HEOYX, HEOFX
HARTFORD GLOBAL IMPACT FUND	HGXAX, HGXCX, HGXIX, HGXRX, HGXSX, HGXTX, HGXVX, HGXYX, HGXF
HARTFORD SCHRODERS DIVERSIFIED EMERGING MARKETS FUND	HSXAX, HSXCX, HSXIX, HSXYX, HSXFX, HSDEX
HARTFORD SCHRODERS SUSTAINABLE CORE BOND FUND	HSAXX, HSACX, HSSBX, HSADX, SCBIX, HSSFX, SCBRX
HARTFORD SCHRODERS SUSTAINABLE INTERNATIONAL CORE FUND	HSISX, HSIDX
HARTFORD SUSTAINABLE INCOME ETF	HSUN
HSBC RADIANT ESG U.S. SMALLER COMPANIES FUND	HSOAX, HOPCX, RESCX
INTERNATIONAL SOCIAL CORE EQUITY PORTFOLIO	DSCLX
INTERNATIONAL SUSTAINABILITY CORE 1 PORTFOLIO	DFSPX
INVESCO ESG NASDAQ 100 ETF	QQMG
INVESCO ESG NASDAQ NEXT GEN 100 ETF	QQJG
INVESCO ESG S&P 500 EQUAL WEIGHT ETF	RSPE
INVESCO FLOATING RATE ESG FUND	AFRAX, AFRCX, AFRYX, AFRRX, AFRIX, AFRFX
INVESCO GLOBAL CLEAN ENERGY ETF	PBD
INVESCO MSCI WORLD SRI INDEX FUND	VSQAX, VSQCX, VSQRX, VSQFX, VSQSX, VSQYX
INVESCO REAL ASSETS ESG ETF	IVRA
INVESCO SOLAR ETF	TAN
ISHARES BREAKTHROUGH ENVIRONMENTAL SOLUTIONS ETF	ETEC
ISHARES CLIMATE CONSCIOUS & TRANSITION MSCI USA ETF	USCL
ISHARES ENVIRONMENTAL INFRASTRUCTURE AND INDUSTRIALS ETF	EFRA
ISHARES ENVIRONMENTALLY AWARE REAL ESTATE ETF	ERET
ISHARES ESG ADVANCED TOTAL USD BOND MARKET ETF	EUSB
ISHARES ESG ADVANCED HIGH YIELD CORPORATE BOND ETF	HYXF
ISHARES ESG ADVANCED INVESTMENT GRADE CORPORATE BOND ETF	ELQD
ISHARES ESG ADVANCED MSCI EAFE ETF	DMXF
ISHARES ESG ADVANCED MSCI EM ETF	EMXF
ISHARES ESG ADVANCED MSCI USA ETF	USXF

ISHARES ESG AWARE 1-5 YEAR USD CORPORATE BOND ETF	SUSB
ISHARES ESG AWARE AGGRESSIVE ALLOCATION ETF	EAOA
ISHARES ESG AWARE CONSERVATIVE ALLOCATION ETF	EAOK
ISHARES ESG AWARE GROWTH ALLOCATION ETF	EAOR
ISHARES ESG AWARE MODERATE ALLOCATION ETF	EAOM
ISHARES ESG AWARE MSCI EAFE ETF	ESGD
ISHARES ESG AWARE MSCI EM ETF	ESGE
ISHARES ESG AWARE MSCI USA ETF	ESGU
ISHARES ESG AWARE MSCI USA GROWTH ETF	ESML
ISHARES ESG AWARE MSCI USA SMALL-CAP ETF	EVUS
ISHARES ESG AWARE MSCI USA VALUE ETF	EAGG
ISHARES ESG AWARE US AGGREGATE BOND ETF	SUSC
ISHARES ESG AWARE USD CORPORATE BOND ETF	LDEM
ISHARES ESG MSCI EM LEADERS ETF	SUSL
ISHARES ESG MSCI USA LEADERS ETF	ESMV
ISHARES ESG MSCI USA MIN VOL FACTOR ETF	XVY
ISHARES ESG SCREENED S&P 500 ETF	XJR
ISHARES ESG SCREENED S&P MID-CAP ETF	XJH
ISHARES ESG SCREENED S&P SMALL-CAP ETF	ICLN
ISHARES GLOBAL CLEAN ENERGY ETF	CRBN
ISHARES MSCI ACWI LOW CARBON TARGET ETF	SDG
ISHARES MSCI GLOBAL SUSTAINABLE DEVELOPMENT GOALS ETF	DSI
ISHARES MSCI KLD 400 SOCIAL ETF	SUSA
ISHARES MSCI USA ESG SELECT ETF	IWTR
ISHARES MSCI WATER MANAGEMENT MULTISECTOR ETF	PABU
ISHARES PARIS-ALIGNED CLIMATE MSCI USA ETF	HFAAX, HFACX, HFADX, HFAIX, HFARX, HFASX, HFATX
JANUS HENDERSON DEVELOPED WORLD BOND FUND	JEASX, JECTX, JEDTX, JEUIX, JETNX, JEGRX, JESSX, JETTX
JANUS HENDERSON GLOBAL SUSTAINABLE EQUITY FUND	JHISX
JANUS HENDERSON GLOBAL SUSTAINABLE EQUITY PORTFOLIO	SXUS
JANUS HENDERSON INTERNATIONAL SUSTAINABLE EQUITY ETF	JZRO
JANUS HENDERSON NET ZERO TRANSITION RESOURCES ETF	HDAVX, HDCVX, HDDVX, HDIVX, HDRVX, HDQVX, HDTVX
JANUS HENDERSON RESPONSIBLE INTERNATIONAL DIVIDEND FUND	JIB
JANUS HENDERSON SUSTAINABLE & IMPACT CORE BOND ETF	SCRD
JANUS HENDERSON SUSTAINABLE CORPORATE BOND ETF	SSPX
JANUS HENDERSON US SUSTAINABLE EQUITY ETF	JTQIX
JOHN HANCOCK ESG INTERNATIONAL EQUITY FUND	JHJAX, JHJCX, JHJIX, JHJRX
JOHN HANCOCK ESG LARGE CAP CORE FUND	TEMP
JPMORGAN CLIMATE CHANGE SOLUTIONS ETF	VSSBX, VSSRX, VSSWX, VSSBX, VSSRX, VSSWX, JRJUX, JGAUX, JGREX, VSSCX, VSSLX
JPMORGAN SMALL CAP SUSTAINABLE LEADERS FUND	JICAX, JICCX, JHSX, JIGX
JPMORGAN U.S. SUSTAINABLE LEADERS FUND	KESGX
KENNEDY CAPITAL ESG SMID CAP FUND	SUSTX, SUSLX
LAZARD US SUSTAINABLE EQUITY PORTFOLIO	CFBAX, CFBCX, CFLFX, CFLNX, CFLIX, CFLQX, CFBRX, CFBTX, CFBUX
LORD ABBETT CLIMATE FOCUSED BOND FUND	MGHAX, MGHBX, MHYCX, MGHIX, MGHXX
MAINSTAY CANDRIAM EMERGING MARKETS DEBT FUND	MCYAX, MCYCX, MCYIX, MCYVX, MCYSX
MAINSTAY CANDRIAM EMERGING MARKETS EQUITY FUND	MACEX, MCECX, MEFIX, MCEIX, MCEMX
MARTIN CURRIE EMERGING MARKETS FUND	MSCE
MARTIN CURRIE INTERNATIONAL SUSTAINABLE EQUITY ETF	LUFIX, LUEIX, LUISX
MARTIN CURRIE INTERNATIONAL SUSTAINABLE EQUITY FUND	EMSF
MATTHEWS EMERGING MARKETS SUSTAINABLE FUTURE ACTIVE ETF	MASGX, MISFX
MATTHEWS EMERGING MARKETS SUSTAINABLE FUTURE FUND	MGGAX, MGGNX, MGGYX
MIROVA GLOBAL GREEN BOND FUND	ESGMX, ESGCX, ESGNX, ESGYX
MIROVA GLOBAL SUSTAINABLE EQUITY FUND	MRVAX, MRVNX, MRVYX
MIROVA INTERNATIONAL SUSTAINABLE EQUITY FUND	MUSAX, MUSCX, MUSNX, MUSYX
MIROVA US SUSTAINABLE EQUITY FUND	MGQIX, MGQAX, MGQLX, MSGQX, MGQSX
MORGAN STANLEY GLOBAL SUSTAIN PORTFOLIO	GGEAX, GGECC, GGESX, GGEIX
NATIONWIDE GLOBAL SUSTAINABLE EQUITY FUND	
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST, SUSTAINABLE EQUITY PORTFOLIO	NRAAX, NRACX, NBSLX, NBSRX, NRARX, NRSRX, NBSTX
NEUBERGER BERMAN SUSTAINABLE EQUITY FUND	NEQAX, NEQCX, NEQIX
NEUBERGER BERMAN U.S. EQUITY IMPACT FUND	NALFX, NAEFX
NEW ALTERNATIVES FUND	ZGEIX
NINETY ONE GLOBAL ENVIRONMENT FUND	NSRIK, NSRXX
NORTHERN GLOBAL SUSTAINABILITY INDEX FUND	NUESX, NUEIX
NORTHERN US QUALITY ESG FUND	NPCT
NUVEEN CORE PLUS IMPACT FUND	NUDV
NUVEEN ESG DIVIDEND ETF	NUEM
NUVEEN ESG EMERGING MARKETS EQUITY ETF	NUHY
NUVEEN ESG HIGH YIELD CORPORATE BOND ETF	NUDM
NUVEEN ESG INTERNATIONAL DEVELOPED MARKETS EQUITY ETF	NULC
NUVEEN ESG LARGE-CAP ETF	NULG
NUVEEN ESG LARGE-CAP GROWTH ETF	NULV
NUVEEN ESG LARGE-CAP VALUE ETF	NUMG
NUVEEN ESG MID-CAP GROWTH ETF	NUMY
NUVEEN ESG MID-CAP VALUE ETF	NUSC
NUVEEN ESG SMALL-CAP ETF	NUBD
NUVEEN ESG US AGGREGATE BOND ETF	NWLG
NUVEEN WINSLOW LARGE-CAP GROWTH ESG ETF	NWCAX, NWCCX, NVLIX, NWCFX
NUVEEN WINSLOW LARGE-CAP GROWTH ESG FUND	ZSRIK
OSTERWEIS SUSTAINABLE CREDIT FUND	PRILX, PRBLX
PARNASSUS CORE EQUITY FUND	PFPLX, PRFIX
PARNASSUS FIXED INCOME FUND	PPPMX, PARMX
PARNASSUS MID CAP FUND	PPFRX, PARNX
PARNASSUS MID CAP GROWTH FUND	PPFWX, PARWX
PARNASSUS MID CAP VALUE FUND	PAXBX, PXBIX
PAX CORE BOND FUND	PXWIX, PXWEX
PAX ELEVATE GLOBAL WOMEN'S LEADERSHIP FUND	PXEAX, PGRNX, PGINX
PAX GLOBAL ENVIRONMENTAL MARKETS FUND	PXGOX, PAXGX
PAX GLOBAL OPPORTUNITIES FUND	PXDIX, PAXDX
PAX GLOBAL SUSTAINABLE INFRASTRUCTURE FUND	

PAX HIGH YIELD BOND FUND	PXHAX, PAXHX, PXHIX
PAX INTERNATIONAL SUSTAINABLE ECONOMY FUND	PXNIX, PXINX
PAX LARGE CAP FUND	PAXLX, PXLIX
PAX SMALL CAP FUND	PXSAX, PXSCX, PXSIX
PAX SUSTAINABLE ALLOCATION FUND	PAXIX, PAXWX
PAX U.S. SUSTAINABLE ECONOMY	PXGAX, PWGIX, PXWGX
PEAR TREE ESSEX ENVIRONMENTAL OPPORTUNITIES FUND	GEOSX, EEOFX, GEORX
PGIM ESG HIGH YIELD FUND	PGANX, PGAUX, PGAQX, PGAVX
PGIM ESG SHORT DURATION MULTI-SECTOR BOND FUND	PGIGX, PGJUX, PGIPX, PGIKX
PGIM ESG TOTAL RETURN BOND FUND	PAIWX, PAIYX, PAJBX, PAIZX
PIMCO CLIMATE BOND FUND	PCEBX, PCECX, PCEPX, PCEWX, PCEIX
PIMCO ENHANCED SHORT MATURITY ACTIVE ESG EXCHANGE-TRADED FUND	EMNT
PIMCO ESG INCOME FUND	PEGAX, PEGBX, PEGPX, PEGQX, PEGIX
PIMCO LOW DURATION ESG FUND	PLUPX, PLDIX
PIMCO RAFI ESG U.S. ETF	RAFE
PIMCO TOTAL RETURN ESG FUND	PTGAX, PRFAX, PTGCX, PRAPX, PTSAX
PUTNAM PANAGORA ESG EMERGING MARKETS EQUITY ETF	PPEM
PUTNAM PANAGORA ESG INTERNATIONAL EQUITY ETF	PPIE
RBC BLUEBAY CORE PLUS BOND FUND	RCPIX, RCPAX, RCPRX
RBC BLUEBAY EMERGING MARKET DEBT FUND	RESAX, RBESX, RBERX
RBC BLUEBAY HIGH YIELD BOND FUND	RHYAX, RGHYX
RBC BLUEBAY STRATEGIC INCOME FUND	RBSIX, RBIAX, RBSRX
REYNOLDERS MCV EIGH CORE EQUITY FUND	ESGEX
RIC SUSTAINABLE EQUITY FUND	REUYX, REQTX, REQAX, REQCX
ROCKEFELLER CLIMATE SOLUTIONS FUND	RKCIX, RKCAX
SATURNA SUSTAINABLE BOND FUND	SEBFX
SATURNA SUSTAINABLE EQUITY FUND	SEEFX
SCHWAB ARIEL ESG ETF	SAFE
SEI SCREENED WORLD EQUITY EX-US FUND	SSEAX
SHELTON SUSTAINABLE EQUITY FUND	NEXIX, NEXTX
SPDR BLACKSTONE HIGH INCOME ETF	HYBL
SPDR MSCI ACWI CLIMATE PARIS ALIGNED ETF	NZAC
SPDR MSCI EAFE FOSSIL FUEL RESERVES FREE ETF	EFAX
SPDR MSCI EMERGING MARKETS FOSSIL FUEL RESERVES FREE ETF	EEMX
SPDR MSCI USA CLIMATE PARIS ALIGNED ETF	NZUS
SPDR S&P 500 ESG ETF	EFIV
SPDR S&P 500 FOSSIL FUEL RESERVES FREE ETF	SPYX
SPDR S&P SMALLCAP 600 ESG ETF	ESIX
SPHERE 500 FOSSIL FREE FUND	SPFFX
T. ROWE PRICE GLOBAL IMPACT EQUITY FUND	TGBLX, TGPEX
TEMPLETON INTERNATIONAL CLIMATE CHANGE FUND	TICGX
TIAA-CREF CORE IMPACT BOND FUND	TSBRX
TIAA-CREF GREEN BOND FUND	TGRKX, TGRNX, TGRLX, TGROX, TGRMX
TIAA-CREF NET ZERO GLOBAL TRANSITION ETF	NTZG
TIAA-CREF SHORT DURATION IMPACT BOND FUND	TSDXH, TSDJX, TSDFX, TSDBX, TSDDX
TIAA-CREF SOCIAL CHOICE ACCOUNT	QCSCIX
TIAA-CREF SOCIAL CHOICE EQUITY FUND	TISCX, TRPSX, TICRX, TRSCX
TIAA-CREF SOCIAL CHOICE INTERNATIONAL EQUITY FUND	TSOIX, TSOPX, TSORX, TSOEX
TIAA-CREF SOCIAL CHOICE LOW CARBON EQUITY FUND	TNWCX, TPWCX, TLWCX, TEWCX
TOUCHSTONE CLIMATE TRANSITION ETF	HEAT
TRILLIUM ESG GLOBAL EQUITY FUND	PORIX, PORTX
TRILLIUM ESG SMALL/MID CAP FUND INSTITUTIONAL	TSMDX
UBS ALL CHINA EQUITY FUND	UACPX, ACPTX
UBS EMERGING MARKETS EQUITY OPPORTUNITY FUND	UEMPX, EMPTX
UBS ENGAGE FOR IMPACT FUND	UEIPX, EIPTX
UBS INTERNATIONAL SUSTAINABLE EQUITY FUND	BNIEK, BNUEX, ESPTX
UBS MULTI INCOME BOND FUND	UTBAX, UTBPX
UBS SELECT ESG PRIME INSTITUTIONAL FUND	SGIXX
UBS SELECT ESG PRIME PREFERRED FUND	SSPX
UBS U.S. SMALL CAP GROWTH FUND	BNSCX, BISCX
UBS ULTRA SHORT INCOME FUND	USIAX, USDIJ, USIPIX
UBS US DIVIDEND RULER FUND	DVRUX
UBS US QUALITY GROWTH AT REASONABLE PRICE FUND	QGRPX
VAN ECK MORNINGSTAR ESG MOAT ETF	MOTE
VANGUARD BAILLIE GIFFORD GLOBAL POSITIVE IMPACT STOCK FUND	VBPIX
VANGUARD ESG INTERNATIONAL STOCK ETF	VSIX
VANGUARD ESG US CORPORATE BOND ETF	VCEB
VANGUARD ESG US STOCK ETF	ESGV
VANGUARD FTSE SOCIAL INDEX FUND	VFTAX, VFTNX
VANGUARD GLOBAL ENVIRONMENTAL OPPORTUNITIES STOCK FUND	VEOIX, VEOAX
VANGUARD GLOBAL ESG SELECT STOCK FUND	VESGX, VEIGX
VIRTUS NFJ GLOBAL SUSTAINABILITY FUND	ASUAX, ASTNX, ASTPX
WISDOMTREE CLOUD COMPUTING FUND	WCLD
WISDOMTREE CYBERSECURITY FUND	WCBR
WISDOMTREE EMERGING MARKETS ESG FUND	RESE
WISDOMTREE EMERGING MARKETS EX-CHINA FUND	XC
WISDOMTREE EMERGING MARKETS EX-STATE-OWNED ENTERPRISES FUND	XSOE
WISDOMTREE INDIA EX-STATE-OWNED ENTERPRISES FUND	IKSE
WISDOMTREE INTERNATIONAL ESG FUND	RESD
WISDOMTREE TRUST CHINA EX STATE OWNED ENTERPRISES ETF	CKSE
WISDOMTREE U.S. ESG FUND	RESP
XTRACKERS EMERGING MARKETS CARBON REDUCTION AND CLIMATE IMPROVERS ETF	EMCR
XTRACKERS J.P. MORGAN ESG EMERGING MARKETS SOVEREIGN ETF	ESB
XTRACKERS J.P. MORGAN ESG USD HIGH YIELD CORPORATE BOND ETF	ESHY
XTRACKERS MSCI EAFE ESG LEADERS EQUITY ETF	EASG
XTRACKERS MSCI EMERGING MARKETS ESG LEADERS EQUITY ETF	EMSG
XTRACKERS MSCI USA ESG LEADERS EQUITY ETF	USSG
XTRACKERS S&P 500 ESG ETF	SNPE

XTRACKERS S&P MIDCAP 400 ESG ETF
XTRACKERS S&P SMALLCAP 600 ESG ETF

MIDE
SMLE

List prepared pursuant to chapter 808 of the Texas Government Code

Companies That Boycott Israel

Updated Q3 2023

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - US State Department

<https://www.state.gov/foreign-terrorist-organizations/>

Updated Q2 2023

Organization Name

Abdallah Azzam Brigades (AAB)
Abu Sayyaf Group (ASG)
Al-Aqsa Martyrs Brigade (AAMB)
al-Ashtar Brigades (AAB)
al-Mulathamun Battalion (AMB)
al-Nusra Front
al-Qa'ida (AQ)
al-Qa'ida in the Arabian Peninsula (AQAP)
Al-Qa'ida in the Indian Subcontinent
al-Qaida in the Islamic Maghreb (AQIM)
al-Shabaab
Ansar al-Dine (AAD)
Ansar al-Islam (AAI)
Ansar al-Shari'a in Benghazi
Ansar al-Shari'a in Darnah
Ansar al-Shari'a in Tunisia
Ansaru
Army of Islam (AOI)
Asa'ib Ahl al-Haq (AAH)
Asbat al-Ansar (AAA)
Boko Haram
Communist Party of the Philippines/New People's Army (CPP/NPA)
Continuity Irish Republican Army (CIRA)
HAMAS
Haqqani Network (HQN)
Harakat Sawa'd Misr (HASM)
Harakat ul-Jihad-i-Islami (HUJI)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
Harakat ul-Mujahidin (HUM)
Hizballah
Hizbul Mujahideen (HM)
Indian Mujahideen (IM)
ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
ISIS-Bangladesh
ISIS-DRC

ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Islamic State's Khorasan Province (ISIS-K)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Segunda Marquetalia
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

**List prepared pursuant to chapter 2270 of the Texas Government Code
Companies Engaging in Scrutinized Business Operations With a Designated
Foreign Terrorist Organization**

Updated Q2 2023

Company Name

No companies identified

List prepared pursuant to chapter 2270 of the Texas Government Code

Companies Engaging in Scrutinized Business Operations in Iran

Updated Q4 2022

COMPANY NAME	ISIN
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
CHINA RAILWAY GROUP LIMITED	CNE1000007Z2
CHONGQING CHANGAN AUTOMOBILE COMPANY LIMITED	CNE000000R36
GLENCORE PLC	JE00B4T3BW64
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
LLOYDS BANKING GROUP PLC	GB0008706128
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE1000004W6

List prepared pursuant to chapter 2270 of the Texas Government Code

Companies Engaging in Scrutinized Business Operations in Sudan

Updated Q4 2022

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

APPENDIX D.

CONTRACTOR'S RESPONSE SUBMISSION FOR (RFQ 20-036/JW)



DEE RICHARD REAL ESTATE

2630 Laurel St. Beaumont, Tx 77702

409-839-4580

Commercial & Residential

www.DeeRichardRealEstate.com

Since 1980

STATEMENT OF QUALIFICATIONS

for

RFQ 20-039/JW

*Professional Realtor Services for Home
Buyout/Acquisition Program*

JEFFERSON COUNTY, TEXAS

Submitted October 28, 2020 @ 11:00am



*2630 Laurel St
Beaumont, Tx 77702
O: 409-839-4580 /F: 409-839-4395
www.DeeRichardRealEstate.com*

Name of Firm:

Dee Richard Real Estate LLC

Firm's Contact Information:

2630 Laurel St
Beaumont, Tx 77702
Office: 409-839-4580 Fax:
409-839-4395
www.deerichardrealestate.com

Form of Business:

Limited Liability Corporation
(LLC)

Year Established:

1980: In business for 40 years

RFQ 20-039/JW

Dee Richard Real Estate LLC

Other or Former
Name(s):

Dee Richard Real Estate

Firm's
Owner/Associates

Broker/Owner: Delores "Dee"
Chevis
Office Manager: Austin Chevis

Primary Contact
Information:

Delores "Dee" Chevis- Broker
Cell-409-331-4544
deloresrichard21@yahoo.com

No. of Realtors
participating in
Program:

Two(2)

RFQ 20-039/JW

Dee Richard Real Estate LLC

Jefferson County RFQ 20-039/JW

Dee Richard Real Estate LLC Organization Chart

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graph TD; A["Delores 'Dee' Chevis, Broker/Owner, Lead Realtor"] --- B["Austin Chevis, Realtor, Associate/Office Manager"]; style A fill:#333,color:#fff; style B fill:#333,color:#fff;
```

Delores "Dee"
Chevis,
Broker/Owner,
Lead Realtor

Austin Chevis,
Realtor,
Associate/Office
Manager

Description of reasons why our firm is uniquely qualified to provide Professional Realtor Services to Jefferson County:

DEE RICHARD REAL ESTATE LLC is under the guidance of a Broker with over forty (40) years of experience in real estate transactions and has experienced agents with many additional years of experience in real estate. The areas of expertise are single family homes, unimproved properties(lots/acreage), commercial properties, and Industrial Properties. The firm is considered one of the area(s) best and most qualified in real estate transactions. DEE RICHARD REAL ESTATE LLC is known for giving individualized attention and exhibits a caring attitude. The company has successfully closed over eighty-five (85) transactions for The Beaumont Independent School District through the years. Additionally, DEE RICHARD REAL ESTATE has successfully closed over two hundred (200) transactions for The City of Beaumont Housing Authority.

A Brief history of our firm, background, knowledge, & experience with relevant agencies:

DEE RICHARD REAL ESTATE LLC began operating in 1980 with Miss Delores Richard as owner/ broker. It has been in continuous operation since that time. DEE RICHARD REAL ESTATE LLC has served the entire Golden Triangle Area and other areas with courteous, professional, and competent real estate expertise since inception. To date, DEE RICHARD REAL ESTATE has closed over 2,500 real estate transactions. Dee Richard Real Estate began working with governmental entities, namely The City of Beaumont, thirty (30) years ago, with the City's Innovative Housing Program. Since that time the firm has worked for Beaumont Independent School District with its 1996 Bond program for expansion of Crockett Middle School (now known as Dr. Martin Luther King Middle School), Fletcher Elementary, and Ogden Elementary. The firm also worked on the most recent Bond Program. Since 1984 the firm has performed 200 Real Estate Transactions for the City of Beaumont Housing Authority. In 2015 Dee Richard Real Estate worked with Southeast Texas Regional Planning Commission's Homeowner Opportunity Program (HOP), sponsored by The Texas General Land Office. Most recently, in 2019 our firm represented Beaumont ISD with the sale of multiple parcels of real estate both residential and commercial.

Statement of understanding of the services required and qualifications necessary to provide CDBG-DR Realtor Services:

DEE RICHARD REAL ESTATE LLC has the knowledge, the organizational skills, and resources to complete the scope of work identified by Jefferson County. DEE RICHARD REAL ESTATE LLC will be committed to the scope of work until the project is completed. Please note that DEE RICHARD REAL ESTATE LLC has a proven track record. DEE RICHARD REAL ESTATE takes the completion of any scope of work very seriously.

Summary of overall capabilities of staff relevant to CDBG-DR Realtor Services Program:

Delores "Dee" Chevis, Broker/Owner, Lead Realtor
(Texas lic # 236504) She has over 40 years of experience as a Real Estate Broker. She has individually sold over 1,500 properties since being a Realtor. She holds a Graduate Realtors Institute (GRI) Certification, a Certified Residential Specialists (CRS) Certification, and an Accredited Buyer's Representative (ABR) Certification. She will provide daily oversight of the program and will serve as the primary point of contact for Jefferson County Officials on behalf of Dee Richard Real Estate LLC.

Charles Austin Chevis, Associate/Office Manager, Realtor
(Texas lic # 565626) He has over 17 years of experience as a Realtor. He is a 2006 graduate of Morehouse College. He has many years of experience in residential and commercial real estate. Austin will handle all correspondence with the prospective applicants of the program. He will serve as the point of contact for each applicant on behalf of Dee Richard Real Estate LLC.

Description of work performance and experience with CDBG Realtor Services for Home Buyout Programs:

- a. **Beaumont ISD, 2008-2010:** Acquisition of 11+ lots in the area surrounding Charlton Pollard Elementary School and a lot adjacent to Austin Middle School(now Pathways).
- b. **The City of Beaumont, 2010:** Mr. Johnny Beatty; jbeatty@ci.beaumont.tx.us; Listed, purchased, sold, numerous single family properties as well as unimproved land.
- c. **Legacy Community Development Corporation, 2010- 2019 :** Mrs. Vivian Ballou; legacycdc@yahoo.com; Listed, purchased, sold, numerous single family and multi-family units as well as unimproved properties.
- d. **Southeast Texas Regional Planning Commission, 2015** Shanna Burke: sburke@setrpc.org; providing brokerage service to assist eligible applicants to find homes to replace their homes that were damaged by past hurricanes.
- e. **Beaumont ISD, 2019:** 409-617-5000, Disposition of Residential and Commercial Real Estate

Description of firm's capacity to perform & resumes:

Delores "Dee" Chevis, Broker/Owner, Project Manager, Lead Realtor

Charles Austin Chevis, Assistant Project manager and Realtor

The firm will keep the designated representatives informed of all pertinent matters on a weekly basis and daily basis if needed. Weekly or monthly reports, e-mails, phone calls and meetings will be utilized as needed. The County's representative will also be supplied the direct phone number(S) and email addresses to all Dee Richard Real Estate LLC agents participating in the program.

Firm:
Dee Richard Real Estate LLC

Years of Experience:
_45

Education:

- University of Houston
B.S.
- Lamar University
Master's Degree

Certifications/Licenses:

- State of Texas Real Estate
Salesperson License
- Short Sale Foreclosure
Specialist
- REO Specialist
- Graduate Realtors Institute(GRI)
- Certified Residential
Specialist(CRS)

Affiliations:

- Beaumont Board of Realtors
- Texas Association of Realtors
- National Association of Real
Estate Brokers
- National Association of
Realtors

Delores "Dee"Richard-Chevis- Tx lic #236504

Summary of Relevant Qualifications

Dee Richard Real Estate LLC was organized in October, 1980. The company has prospered since that time and has been successful in closing in excess of 2,500 real estate transactions. I have sold homes in every city and county in Southeast Texas. In 1983 my firm joint ventured with G & C Enterprises in the construction and disposition of 28 new single family homes. I, Delores Chevis, have since worked with a long list of clients including: individuals, businesses, churches, City of Beaumont, Beaumont Housing Authority, Resolution Trust Corporation, Beaumont ISD, and many others.

I am a proficient interpersonal communicator, who is adept at speaking effectively, writing concisely, and negotiating. I am a proven leader and results-driven business owner with demonstrated effectiveness in managing people, systems, resources, and finances while meeting goals and achieving success in sales, marketing, and sales management.

Representative Work Experience

Broker/Owner, Dee Richard Real Estate LLC

Beaumont, Texas (October 1980-Present).

- Senior leader and point of contact for the firm_
- Responsible for all Risk/Liability Assessments.
- Responsible for ensuring all terms and conditions of agreements are Met.
- Responsible for approving all final contract documents.
- Plan and implement company strategy and operations
- Assist in making win-win settlements between different parties by acting as an intermediary between buyers and sellers.
- Gather information on vacant properties through various methods of market research.
- Efficiently handle and look after the contract terms and conditions, prior to the closing of the property.
- Responsible for working with agents to set and meet both sales and career goals, coordinate training opportunities, and provide general guidance and support
- Worked with the City of Beaumont Housing Authority.
 - Taught home buying classes for over 15 years.
 - Acquired over 200 properties for the Housing Authority.
- Worked with the Beaumont Independent School District.
 - Acquisition coordinator for the 1995 Bond Program
 - Buyer's Representative Agent for the 2007 Bond Program

- Founding member of the South Park Neighborhood Association in 1985
- Served on City of Beaumont Planning and Zoning Commission from 1985-1994(approx.).
- President of Golden Triangle Real Estate Association from 1995 to 1998.
- Serve on the Board of the Hotel & Occupancy Tax Commission as an Advisor to the County Commissioner from 2001 to Present
 - Assist in distributing tourism grants to promote tourism in Jefferson County and surrounding areas.

Vendor Reference Number ^{One} ~~Three~~: Questionnaire Form

See Next Page

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: _____

Address: _____
Street/PO City State Zip

Reference Contact Person & Title: _____

Phone: (_____) _____ **Alt. Phone:** (_____) _____ **Fax:** (_____) _____

Email Address: _____

Reference Contact Person's Signature: _____ **Date:** _____

1. Briefly Describe the work the contractor performed for your office/company/firm:

2. How well did the contractor adhere to the agreed upon schedule?

3. How would you rate the contractor's quality of work?

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

5. How would you rate the contractor's use of appropriate realtor services/methods?

Respondent Shall Return Completed Form with Offer.

One
Vendor Reference Number Three: Questionnaire Form

Respondent: Please have reference complete & sign this questionnaire form. A total of (3) completed forms are to be submitted with your response to this RFQ.

Reference Information

Government Entity/Company Name: City of Beaumont, TX

Address: 801 Main St. – Beaumont, TX 77701

Reference Contact Person & Title: Cheryl Robinson – Grant Coordinator

Phone: (409) 785 – 4749

Fax: (409) 880 3125

Email Address: cheryl.robinson@beaumonttexas.gov

Reference Contract Persons Signature: 

Date: 10-26-20

1. Briefly describe the work the contractor performed for your office/company firm: This contractor was responsible for negotiating the purchase of 150 homes. These homes were purchased on the open market, for the Beaumont Housing Authority. The City of Beaumont was a partner in this process, and helped to establish housing and neighborhood standards for the houses that were purchased.

These houses were made a part of the BHA's Scattered Site Housing Program. The purpose of this program was to integrate housing authority residents into neighborhood settings of higher opportunity, rather than in large apartment-style complexes. As federal funds were used, specific criteria for the neighborhoods, quality of housing and price, had to be strictly adhered to.

2. How well did the contractor adhere to the agreed upon schedule? The contractor strictly adhered to the agreed upon schedule. In fact, the project was completed well ahead of schedule.

3. How would you rate the contractor's quality of work? This contractor's work was superior in quality.

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession? The contractor use of personnel during this project was one of the reasons that it was successful. The agents that worked with her were licensed, each having over 20 years of experience. Her office support staff was very professional.

5. How would you rate the contractor's use of appropriate realtor services / methods? Normal realtor services / methods were applied exceptionally well.

Vendor Reference Number Two: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: Beaumont Independent School District (BISD)

Address: PO Box 22699 Beaumont TX 77720
Street/PO *City* *State* *Zip*

Reference Contact Person & Title: A. B. Bernard, former President, Board of Managers

Phone: (409) 833-7070 **Alt. Phone:** (409) 626-1505 **Fax:** ()

Email Address: abbernard@bgitexas.us

Reference Contact Person's Signature:  **Date:** 10/24/2020

1. Briefly Describe the work the contractor performed for your office/company/firm:

Dee Richard Real Estate LLC was contracted by BISD as a certified commercial realtor, to broker, in part, the sale of excess property
valued at \$2.8M in accordance with the Texas Education Commission guidelines.

2. How well did the contractor adhere to the agreed upon schedule?

Based on the urgency encouraged by the Board of Managers for the district to implement the property sale, the contractor, with an
unpredictable short-range schedule, was very successful.

3. How would you rate the contractor's quality of work?

A very great job and marketing approach.

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

BISD has used the contractors many times in the past with great success. As a certified commercial realtor, Dee Richard Real Estate
not only meets the requisite requirements, but has the experience and expertise to deliver a successful project.

5. How would you rate the contractor's use of appropriate realtor services/methods?

The contractor's market knowledge and successful marketing skills have been developed through years of business in commercial and
residential real estate. They are a number one go-to for BISD.

Respondent Shall Return Completed Form with Offer.

Vendor Reference Number Three: Questionnaire Form

**Respondent: Please have reference complete & sign this questionnaire form.
A total of (3) completed forms are to be submitted with your response to this RFQ.**

Reference Information:

Government Entity/Company Name: South East Texas Regional Planning Commission

Address: 2210 Eastex Freeway Beaumont TX 77703
Street/PO City State Zip

Reference Contact Person & Title: Shanna Burke, Executive Director

Phone: (409) 924-7516 **Alt. Phone:** () **Fax:** (409) 347-0138

Email Address: sburke@setrpc.org

Reference Contact Person's Signature: Shanna Burke **Date:** 10/20/2020

1. Briefly Describe the work the contractor performed for your office/company/firm:

Dee Richard Real Estate LLC provided homebuyer services for the SETRPC's Hurricane Ike Homeowner Opportunity Program (HOP) in which eligible homeowners could relocate to areas of higher opportunity.

2. How well did the contractor adhere to the agreed upon schedule?

Very good.

3. How would you rate the contractor's quality of work?

Very good.

4. How would you rate the contractor's use of adequate personnel in quantity, experience, and profession?

Very good.

5. How would you rate the contractor's use of appropriate realtor services/methods?

Very good.

Respondent Shall Return Completed Form with Offer.



Texas Real Estate Commission

RICHARD, DELORES MARIE
[PRINT LICENSE HISTORY](#)
Broker, License #236504
Email Address

deloresrichard21@yahoo.com

Phone #

409-839-4580

Designated Supervisor

No

License Status

Active

Expiration Date

05/31/2022

Business Address

 2630 Laurel Avenue
 Beaumont, TX 77702

Sales Agents Sponsored
Name
BROWN, JAYLAN AMON (?detail_id=1000133505)
Sponsor Date

09/04/2019

License #

727124

License Status

Active

Expiration Date

08/31/2021

Name
CHEVIS, CHARLES AUSTIN (?detail_id=881232213)
Sponsor Date

12/13/2013

License #

565626

License Status

Active

Expiration Date

08/31/2021



Regulatory Office

Dept: Regulatory
 505 Eagleview Blvd., Suite 100
 Exton, PA 19341-1120
 Telephone: 800-688-1840

Insurance Company Providing Coverage: Greenwich Insurance Company

**REAL ESTATE PROFESSIONALS ERRORS AND OMISSIONS DECLARATIONS
 THIS IS A CLAIMS MADE INSURANCE POLICY. PLEASE READ IT CAREFULLY.**

PRODUCER: Pearl Insurance Group **POLICY NUMBER:** PEG9134234-16
PRODUCER #: 08938 **RENEWAL OF:** PEG9134234-15

THIS IS A CLAIMS MADE POLICY. THE POLICY APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE CLAIM MUST BE REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD OR WITHIN 60 DAYS AFTER THE END OF THE POLICY PERIOD. CLAIM EXPENSES ARE GENERALLY IN ADDITION TO AND WILL NOT REDUCE THE LIMIT OF LIABILITY. HOWEVER, CERTAIN COVERAGE EXTENSIONS HAVE LIMITS OF INSURANCE THAT INCLUDE AND WILL BE REDUCED BY CLAIMS EXPENSES. PLEASE REVIEW THIS POLICY CAREFULLY.

Item 1. NAMED INSURED: Dee Richard Real Estate, LLC

Item 2. ADDRESS: 2630 Laurel St
Beaumont, TX 77702-2205

NOTICE: This policy is issued by your purchasing group through a licensed insurer. Your insurer may not be subject to all the insurance laws and regulation of your state. State insurance insolvency guaranty funds may not be available for your purchasing group and/or your licensed insurer.

Item 3. POLICY PERIOD: **FROM:** 06/12/2020 **TO:** 06/12/2021
 12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein.

Item 4. LIMITS OF LIABILITY:

A. Limits of Liability	\$ 1,000,000	Each Claim	\$ 1,000,000	Policy Aggregate
B. Fair Housing Discrimination Limit of Liability			\$ 250,000	Aggregate
C. Fungi and Bacteria Limit of Liability			\$ 250,000	Aggregate
D. Open House Limit of Liability			\$ 1,000,000	Aggregate

Item 5. DEDUCTIBLE: \$ 2,500 Each Claim

Item 6. PREMIUM: \$ 625

Item 7. RETROACTIVE DATE: 04/28/2004

Item 8. NOTICES TO BE SENT TO:

Report A Claim
 AXA XL – Commercial E & O Claims
 100 Constitution Plaza, 8th Floor
 Hartford, CT 06103
 877-791-3777 [Phone]
 860-548-9668 [Fax]

Report A Claim
 Pearl Insurance
 1200 East Glen Avenue
 Peoria Heights, IL 61616
1-800-447-4982

Item 9. FORMS AND ENDORSEMENTS ATTACHED AT POLICY EFFECTIVE DATE:

- JPP-PF (08/18) Real Estate Errors & Omissions Policy Form
- JPP-TX1 (06/05) Texas Changes
- JPP 148 (08/18) Sellers Shield Deductible Forgiveness
- JPP 147 (06/16) Consumer Financial Protection Bureau
- JPP 101 (06/05) Additional Named Insured Endorsement



DATE: 06/16/2020

Authorized Representative
Gary P. Pearl - CEO

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

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

Dee Richard Real Estate, LLC
 Beaumont, TX United States

Certificate Number:
 2020-682388

Date Filed:
 10/25/2020

Date Acknowledged:

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

Jefferson County

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

RFQ 20-036/JW
 Professional Realtor services for Home Buyout/Acquisition Program.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Delores Dee Chevis, and my date of birth is 06-21-1950

My address is 2630 Laurel Beaumont TX 7702 USA
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 28th day of October 2020.
(month) (year)

Delores "Dee" Chevis
 Signature of authorized agent of contracting business entity
 (Declarant)



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593 phone

ADDENDUM TO RFQ

RFQ Number: RFQ 20-039/JW
RFQ Title: Professional Property Surveying Services for Home Buyout/Acquisition Program (Community Development Block Grant – Disaster Recovery) for Jefferson County
RFQ Due: **11:00 am CT, Wednesday, October 28, 2020**
Addendum No.: 1
Issued (Date): October 5, 2020

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

Reason for Issuance of this addendum: Revision to Evaluation Rating Criteria. Please see revised bid specifications pages 10, 14, 16, 17, & 19 (attached).

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

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

ATTEST:

Witness

Witness

Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Dee Richard Real Estate LLC

Typed Name of Business or Individual

*2650 Laurel St.
Beaumont, TX 77702*

Address

Associated Documents

for

RFQ 20-039/JW

*Professional Realtor Services for Home
Buyout/Acquisition Program*

JEFFERSON COUNTY, TEXAS

Submitted October 28, 2020 @ 11:00am

Dee Richard Real Estate LLC

Respondent Information Form

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

RFQ Number & Name:

(RFQ 20-036/JW)
Professional Realtor Services for Home Buyout/Acquisition Program
(Community Development Block Grant- Disaster Recovery) for Jefferson County

Respondent's Company/Business Name: Dee Richard Real Estate, LLC

Respondent's TAX ID Number: [REDACTED]

Contact Person: Delores Dee Chevis Title: Owner / Broker

Phone Number (with area code): (409) 331-4544

Alternate Phone Number if available (with area code): (409) 839-4580

Fax Number (with area code): (409) 839-4395

Email Address: Delores-richard21@yahoo.com

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

2630 laurel
Address
Beaumont, Texas 77702
City, State, Zip Code

Respondent Shall Return Completed Form with Offer.

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

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

We acknowledge receipt of the following amendment(s): 10, 14, 16, 17, 19.

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

Dee Richard Real Estate LLC
Company Name

2630 Laurel St.
Address

Beaumont TX 77702
City State Zip

Delores "Dee" Chevis
Signature of Person Authorized to Sign

Delores "Dee" Chevis
Printed Name

Broker/owner
Title

For clarification of this offer, contact:

Delores Chevis
Name

409-331-4544 409-839-4395
Phone Fax

Deloresrichard21@yahoo.com
E-mail

Bidder Shall Return Completed Form with Offer.

Acceptance of Offer

The Offer is hereby accepted for the following items:

Professional Realtor Services for Home Buyout/Acquisition for Jefferson County funded by Community Development Block Grant-Disaster Recovery Program of the Texas General Land Office.

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

This contract shall henceforth be referred to as Contract No. 20-036/JW, Professional Realtor Services for CDBG-DR Home Buyout/Acquisition Program for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Jeff R. Branick
County Judge

Date

Attest:

Carolyn L. Guidry
County Clerk

Bidder Shall Return Completed Form with Offer.

Signature Page

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify the Jefferson County Purchasing Agent. Failure to do so may result in terminating a contract for default.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this Statement of Qualifications in collusion with any other Respondent, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official opening of this Statement of Qualifications. 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 submit a Statement of Qualifications or not submit a Statement of Qualifications thereon.

<u>Dee Richard Real Estate, LLC</u> Firm (Entity Name)	<u>Delores "Dee" Chevis</u> Signature
<u>2630 Laurel</u> Street & Mailing Address	<u>Delores "Dee" Chevis</u> Print Name
<u>Beaumont, Texas</u> City, State & Zip	<u>10-28-20</u> Date Signed
<u>(409) 839-4580</u> Telephone Number	<u>(409) 839-4395</u> Fax Number
<u>deloresrichard21@yahoo.com</u> E-mail Address	

Respondent Shall Return Completed Form with Offer.

House Bill 89 Verification

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

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

Pursuant to Section 2270.001, 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.

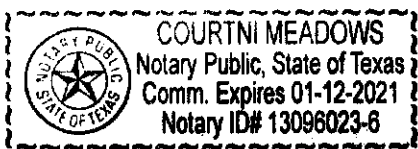
Delores "Dee" Chevis
Signature of Company Representative

10-27-20
Date

On this 27th day of October, 2020, personally appeared

Delores "Dee" Chevis, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Courtni Meadows
Notary Signature

01-12-2021
Date

Bidder Shall Return Completed Form with Offer.

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.

Dee Richard Real Estate LLC
Company Name

20-039/JW
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**JEFFERSON COUNTY
 SECTION 3 UTILIZATION PLAN & STATEMENT OF COMPLIANCE**

CONTRACTOR INFORMATION					
Business Name		Prime	Sub	Certified Section 3 Business Concern	<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/>	<input type="checkbox"/>		
Business Address				Business Email	
Project Title / Project #				Contract Amount	\$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to both Contractors and subcontractors.

Section 3 is triggered when HUD-funded construction and rehabilitation projects in excess of \$100,000 create the need for new employment, subcontracting, or training opportunities. **If a prime Contractor anticipates using subcontractors, each subcontractor with an anticipated contract value in excess of \$100,000 is also required to submit a separate Section 3 Utilization Plan & Statement of Compliance.** If contract will not exceed \$100,000 or does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered, and this form is not required.

- **Section 3 Hiring**

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that Contractors and subcontractors commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

- **Section 3 Subcontracting**

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require Contractors and subcontractors to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

I do not anticipate hiring any new permanent, temporary, or seasonal employees on this contract.

I do not anticipate subcontracting any portion of the work on this contract.

IF CONTRACTOR DOES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, BOTH BOXES MUST BE CHECKED ABOVE AND CONTRACTOR SHOULD SKIP TO PART VIII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

¹ A "Section 3 resident" is a public housing resident or individual who resides in Jefferson County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident; 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

IF CONTRACTOR OR SUBCONTRACTOR DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to make additional hires to complete the contract must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. Contractors and subcontractors are required to fill out this section in its entirety and must list all anticipated employment positions for this contract.

If awarded a contract, Contractor is required to provide an updated listing of its workforce for the project, which shall be subject to approval by Jefferson County. Any changes to that workforce during the contract will constitute new hires. Contractor is hereby informed that it must notify Jefferson County of any new hire opportunities that arise during the life of the contract. NOTE: If hiring is anticipated and this section is not completed, Contractor may be deemed non-compliant.

HIRING PLAN				
Column 1	Column 2	Column 3	Column 4	Column 5
Job Titles	Total # of Employees Needed for each Job Title	Total # of Employees Currently Employed at each Job Title	Total # of New Hires Needed for each Job Title	Total # of New Hires Expected to be Section 3 Residents
<i>List all Job Titles that are needed to complete the entire scope of work under the contract.</i>	<i>List how many employees are needed for the contract under each Job Title.</i>	<i>List how many employees are currently employed under each Job Title who are anticipated to work on the contract.</i>	<i>List how many of these positions are currently open and will need to be filled under the contract.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
<i>Example: Laborer</i>	<i>8</i>	<i>5</i>	<i>3</i>	<i>1</i>

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	

PART IV: SUBCONTRACTING PLAN & COMMITMENT

Contractors and subcontractors awarded Section 3 covered contracts with an anticipated contract value in excess of \$100,000 and who will need to subcontract any aspect of the contract must comply with Section 3 subcontracting requirements. Contractors and subcontractors must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. Contractors and subcontractors must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

If the Contractor completing this form, or any of its subcontractors, qualifies as a Section 3 Business Concern, the associated **Section 3 Business Concern Self-Certification** form must be completed and attached to this Plan for each Contractor and/or subcontractor.

NOTE: If subcontracting is anticipated and this section is not completed, Contractor's submission may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		A. Yes <input type="checkbox"/> No		
		1. Yes <input type="checkbox"/> No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%

PART V. CONTRACTOR RESPONSIBILITIES

Contractors, and subcontractors when applicable, must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the “typical” procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

 Efforts “To the Greatest Extent Feasible”

Contractors and subcontractors will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the Contractor and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and Contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging subcontractors for a project, making efforts to contract with Section 3 Business Concerns.

Contractors who have been found to have completed the hiring process or who have engaged subcontractors without adhering to the necessary Section 3 regulations, or without notifying Jefferson County, may be found in default of their contract and subject to penalties.

 Changes

If Contractors’ or subcontractors’ hiring or subcontracting needs change, or if the scope of work changes at any point during the contract, the Jefferson County compliance monitor must be notified. Any changes to the Section 3 Utilization Plan must be approved by Jefferson County via an amended Section 3 Utilization Plan, when applicable.

 Documentation & Reports

Contractors and subcontractors are responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. Contractors and subcontractors that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. Contractors must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for seven (7) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this contract. Contractor must, upon request, provide such records to Jefferson County, its staff, or its designees.

Contractors and subcontractors must submit reports on its Section 3 compliance status and its efforts regarding Section 3 implementation using the Jefferson County prescribed processes, reporting methods, and form(s). Reports may require information on Contractor’s actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. Contractor must provide reports in the frequency required by Jefferson County.

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event Contractor, or subcontractor when applicable, is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, Contractor may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Jefferson County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

Contractors proposing Other Economic Opportunities must submit a detailed written narrative to Jefferson County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Jefferson County.

Other Economic Opportunities are subject to verification and approval by Jefferson County. Contractors interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by Contractors or subcontractors to comply with the requirements of Section 3 and Jefferson County's Section 3 Policy. Once the Section 3 requirement has been triggered, Contractors and subcontractors are required to comply with hiring and/or subcontracting efforts from award through contract conclusion. Contractors and subcontractors must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Jefferson County, or must demonstrate why compliance is infeasible.

Jefferson County may, at its discretion, execute the following remedies for noncompliance:

- Based on the first observation or report of noncompliance with Section 3, the Contractor or subcontractor will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
- The Contractor or subcontractor shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Jefferson County, on why it is unable to comply.
- Should the Contractor fail to achieve compliance or provide sufficient justification within the required timeframe, Jefferson County may elect to terminate the contract.
- Continuing failure or refusal by the Contractor or subcontractor to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.
- Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Jefferson County Section 3 Policy.

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the contract. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my subcontractors and third-party Contractors who will perform work on or are relevant to this contract, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Jefferson County and/or HUD implementing appropriate sanctions including termination of this contract for default, and debarment, suspension, or denial of future HUD-assisted contracts.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under this contract shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County.

Dee Richard Real Estate LLC
Business Name

Delores "Dee" Chevis
Name of Authorized Officer

Delores "Dee" Chevis
Signature

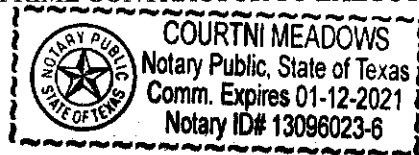
10-28-20
Date

Courtne Meadows
NAME OF NOTARY (PRINT OR TYPE)

STATE OF: Texas COUNTY OF: Jefferson ON THIS

27th DAY OF October 2020 BEFORE ME APPEARED Delores "Dee" Chevis
TO ME PERSONALLY KNOWN WHO, BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: Courtne Meadows {SEAL}
COMMISSION EXPIRES: 01-12-2021



INTERNAL JEFFERSON COUNTY APPROVAL: _____
Compliance Monitor Signature Date

NA

JEFFERSON COUNTY SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

Business Name: Dee Richard Real Estate LLC, Business Principal Name: Delores "Dee" Chevis, Address: 2680 Laurel St. Bmt, TX 77102, City: Beaumont, Zip Code: 77102, Email: Deloresrichard21@yahoo.com, Phone #: 409-839-4580, Type of Business Entity: [X] Corporation [] Partnership [] Sole Proprietorship 1. Joint Venture

Section 3 Business Criteria: A business is eligible for Section 3 Business status if it meets any one of the following criteria.

Check all that apply:

- 1. My business is 51 percent or more owned by a Section 3 resident or residents;
2. Thirty percent or more of my permanent, full-time employees are Section 3 residents; or within three years of the date of first employment with the business concern were Section 3 residents; or
3. I can provide evidence of a commitment to subcontract in excess of 25 percent of the amount of all subcontracts to Section 3 businesses: (a) that are 51 percent or more owned by public housing residents or (b) that has 30 percent or more of their permanent, full-time employees as public housing residents.

Appropriate documentation must be attached as evidence of Section 3 eligibility (As defined by 24 CFR 135.5)

Business Concerns claiming status as a Section 3 Resident-owned enterprise must submit the following:

- [] Section 3 Resident Self-Certification Form verifying Section 3 Resident status of owner(s)
Additional evidence and supporting documentation may be required, including but not limited to proof of Public Housing Assistance (PHA) lease, evidence of participation in other public program(s), Housing Assistance Payment Contract (HAP) Award or benefit notification letter, proof of other public assistance, etc.)

Business Concerns claiming Section 3 status by claiming at least 30 percent of their workforce are Section 3 Residents must submit all of the following documents:

- [] List of all current full-time employees [] List of all current employees certified as Section 3 Residents
[] Evidence of employee Section 3 resident status (including Section 3 Resident Self-Certification forms)
[] Evidence of employee Section 3 Resident status less than 3 years from date of employment

Business Concerns claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 Business Concern(s) must submit all of the following documents:

- [] List of subcontracted Section 3 Business Concern(s), contact information, and subcontract dollar amounts
[] Evidence of subcontractors Section 3 Business Concern status (including Section 3 Business Self-Certification forms)

I understand that the information above may require verification and I agree to provide additional documents verifying this information if requested. I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in disqualification or debarment as a Contractor for Jefferson County, which may be grounds for termination of contracts that resulted from this certification.

Delores "Dee" Chevis
Print Name

Delores "Dee" Chevis
Signature

10-28-2020
Date

For County Use Only

Contract / Project: Department: Date:

Pursuant to 24 CFR 135.36(c), a Section 3 business concern seeking a contract shall submit to Jefferson County, its Contractors and/or subcontractors (as applicable), if requested, sufficient evidence to demonstrate that the Business Concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all Contractors subject to the procurement standards of 2 CFR 200.318(b) Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

GLO COMPLIANCE PACKAGE GLO CONTRACTOR PROPOSAL CERTIFICATION



GLO Contractor Proposal Certification	
Subrecipient: Jefferson County	Contract Number: ^{RFR} 20-039/JW
Contractor Name: Dee Richard Real Estate LLC	
Contractor Address: 2630 Laurel St. Bmt, TX 77022	Phone: 409-839-4580

I understand that I am responding to a contract opportunity which is funded with federal dollars and administered by the Texas General Land Office. I understand that debarment by either the State of Texas or the federal government will make me ineligible.

I understand that all work must be completed in accordance with federal construction requirements, CDBG and CDBG-DR Program requirements, and state and local requirements, including but not limited to the following, as applicable:

- International Residential Code (IRC) – new construction and reconstruction;
- Housing Quality Standards (HQS) – for rehabilitated properties;
- All local building codes, standards, and specifications; and
- All standards and requirements defined by the Texas General Land Office (GLO), Jefferson County, the Jefferson County Engineering Department, and the Jefferson County Community Services Department (CSD).

I hereby certify that all work performed will meet or exceed applicable codes, standards, and specifications as they apply to the work for which I am submitting a response. I also understand that compliance with applicable minimum codes, standards, and specifications will be considered part of my contract in the event that my offer is accepted by the above-referenced Subrecipient. I understand that all provisions also apply to my subcontractors and their officers, agents and employees, and I shall be liable for acts of non-compliance of subcontractors. I understand that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded contracts.

I understand that I must provide a 1-2-10 warranty on all work performed, specifically:

- NA*
- 1 year warranty on the entire home;
 - 2 year warranty on mechanical, electrical and plumbing components; and
 - 10 year warranty on structural components.

Failure to complete warranty work in a timely manner may result in debarment from future federally funded construction contracts.

I understand that up to twenty percent (20%) of project construction funds may be retained for thirty (30) days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 20% retainage.

Delores "Dee" Chevis
 Signature of Contractor

10-28-20
 Date

GLO COMPLIANCE PACKAGE
GLO CERTIFICATION OF OFFEROR REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

U.S. Department of Housing and Urban Development

INSTRUCTIONS

CERTIFICATION OF OFFEROR REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF OFFEROR (include ZIP Code)

CERTIFICATION BY OFFEROR

Offeror has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes No

The undersigned hereby certifies that:

- The Section 3 Clause is included in the Solicitation. A written Section 3 plan was prepared and submitted as part of the RFP proceedings (if contract equals or exceeds \$100,000).
- The Non-Segregated Facilities clause is included in the Solicitation. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Solicitation (if contract equals or exceeds \$10,000).
- The Equal Employment Opportunity for Workers With Disabilities clause is included in the Solicitation.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

Delores Dee Chevris - Broker - Owner

Delores Dee Chevris

10-28-20

SIGNATURE

DATE

October 26, 2020

Dee Richard Real Estate
2630 Laurel St.
Beaumont, Tx 77702

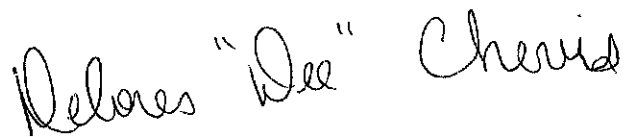
Jefferson County RFQ 20-039/JW

Equal Employment Opportunity Disclosure

To whom it may concern,

This letter is regarding the **Equal Opportunity & Fair Housing Laws**. Our firm will handle each client and our responsibilities relating to the program in accordance to all Equal Opportunity laws and all fair housing laws set forth by the Texas Real Estate Commission and the Federal Government.

Respectfully,

A handwritten signature in cursive script that reads "Delores 'Dee' Chevis".

Delores "Dee" Chevis- Broker/Owner



THE OFFEROR REPRESENTS AND CERTIFIES AS PART OF ITS BID/OFFER THAT IT:
<p>Is a Section 3 Business Concern. A Section 3 Business Concern means a business concern:</p> <ul style="list-style-type: none"> • That is 51% or more owned by Section 3 Resident(s); or • Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or • That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to Section 3 Business Concerns, that meet the qualifications set forth in paragraphs 1 or 2 herein.
<p><input type="checkbox"/> Is NOT a Section 3 Business Concern, but who has and will continue to seek compliance with Section 3 by certifying the following efforts to be undertaken.</p>
EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS (Check ALL that apply)
<p>By contacting business assistance agencies, minority Contractors' associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work. Contractors and Subcontractors must post all new hire opportunities with the local Workforce Solutions Center and WorkinTexas.com.</p>
<p><input type="checkbox"/> By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by a Housing Authority.</p>
<p>By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to bid invitations</p>
<p>By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.</p>
<p>By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids are being sought.</p>
<p><input type="checkbox"/> By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.</p>
<p><input type="checkbox"/> By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Business in qualifying for such bonding, financing, insurance, etc.</p>
<p><input type="checkbox"/> Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.</p>
<p><input type="checkbox"/> By developing and using a list of eligible Section 3 Business Concerns.</p>
<p>By actively supporting and undertaking joint ventures with Section 3 Businesses.</p>
EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS
<p><input type="checkbox"/> By entering into a "first source" hiring agreements with organizations representing Section 3 Residents.</p>
<p>By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.</p>
<p><input type="checkbox"/> By advertising employment and training positions to dwelling units occupied by Category 1 and 2 residents.</p>
<p><input type="checkbox"/> By contacting resident councils and other resident organizations in the affected housing development request assistance in notifying residents of the training and employment positions to be filled.</p>
<p><input type="checkbox"/> By arraigining interviews and conducting interviews on the job site.</p>
<p><input type="checkbox"/> By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.</p>
<p>1. By posting job vacancies in Work-In-Texas or with my local Workforce Solutions Center.</p>

Contractor Name/Business Name: Delores Dee Chevris LLC Date: 10-28-20
 Authorized Representative Name: Delores Dee Chevris Signature: Delores Dee Chevris

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p>		

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
- 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.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

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

(a) 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Delores Dee Chevis 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. § 3801 et seq., apply to this certification and disclosure, if any.

Delores Dee Chevis
Signature of Contractor's Authorized Official

Delores Dee Chevis - Broker/Owner
Printed Name and Title of Contractor's Authorized Official

10-28-20
Date

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

Bidder Shall Return Completed Form with Offer.

Local Government Officer Conflicts Disclosure Statement - OFFICE USE ONLY

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

Adopted 8/7/2015

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Dee Richard Real Estate, LLC
2630 Laurel
Beaumont, Texas 77703

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

Delores "Dee" Chevris - Broker/Owner

Delores "Dee" Chevris
SIGNATURE

10-28-20
DATE

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION
 CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____
 _____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction Contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

 (Contractor)

Date _____

By _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Jefferson)

Delores "Dee" Chevris, being first duly sworn, deposes and says that:

(1) He/She is Delores "Dee" Chevris of Dee Richard Real Est., the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Delores "Dee" Chevris
Owner/Broker
Title

Subscribed and sworn to me this 30th day of October 2023.

By: Colleen Broussard
Notary Public

My commission expires 02/19/2027



CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #: _____
Project Name: RFQ 20-036/JW

Firm Dee Richard Real Estate LLC Date: 10-20-20

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed Delores "Dee" Chevis whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: NA Insert name, address, phone number & email address of person appointed as payroll officer
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Email Address: _____

Delores "Dee" Chevis ←
Identifying Signature of Appointee

Signature of Appointing Officer: _____ Title: Broker/Owner ←

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

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

Yes No

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

Did the Prime Contractor/Consultant . . .

- 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 bid.

If necessary, please use a separate sheet to answer the above questions.

Delores "Dee" Chevris
Printed Name of Authorized Representative

Delores "Dee" Chevris
Signature

Broker/owner
Title

October 28, 2020
Date

Bidder Shall Return Completed Form with Offer.

October 26, 2020

Dee Richard Real Estate
2630 Laurel St.
Beaumont, Tx 77702

RFQ 20-039JW- **GFE** Disclosure

To whom it may concern,

This letter is regarding the **Good Faith Effort(GFE) Determination Checklist**. Our firm does not intend to utilize HUB subcontractors or subconsultants at any time during this program. This is primarily due to the fact that no subs are needed. All activities will be handled in-house by our two(2) licensed Realtors assigned to this program. However, it should be noted that our firm is 100% owned by an African American Woman. This allows us to be identified as an existing Minority(MBE) and women-owned(WBE) Business currently operating in Jefferson County, Texas. Our firm has been owned by the same individual since its inception in 1980.

Respectfully,

A handwritten signature in cursive script that reads "Delores 'Dee' Chevis".

Delores "Dee" Chevis- Broker/Owner

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

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: 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: _____

^{Dee}
Delores Chevis
Printed Name of Contractor Representative

Delores Dee Chevis
Signature of Representative

10-28-20
Date

Printed Name of HUB

Signature of Representative

Date

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

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

Bidder Shall Return Completed Form with Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: Dee Richard Real Estate llc HUB: Yes No

HUB Status (Gender & Ethnicity): 100% owned by a female - African American

Address: 2630 Laurel St. Beaumont Tx 77702
Street City State Zip

Phone (with area code): 409-839-4580 Fax (with area code): 409-839-4395

Project Title & No.: RFQ 20-036/JW ^{Professional Realtor} Service for Home IFB/RFP No.: 20-036/JW
_{Buy-Out}

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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.**

Bidder Shall Return Completed Form with Offer.

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: Our firm is owned 100% by a female, African American

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

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): Delores Dee Chevis

Title: Broker / Owner

Signature: Delores Dee Chevis

Date: 10-28-2020

E-mail address: deloresrichard21@yahoo.com

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

Name (print or type): Delores Dee Chevis

Title: Broker / Owner

Date: 10-28-2020

E-mail address: deloresrichard21@yahoo.com

Bidder Shall Return Completed Form with Offer.

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

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

Taxpayer Identification Number (T.I.N.):	[REDACTED]
Company Name submitting bid/proposal:	<u>Dee Richard Real Estate LLC</u>
Mailing address:	<u>2630 Laurel St. Beaumont, Tx 77702</u>
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**
<u>See</u>	<u>attachment. Next Page</u>

* 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.

Bidder Shall Return Completed Form with Offer.

Properties Owned List

Account Number	Municipal Address
019454-000/007850-00000	8220 Stacy Beaumont, Texas 77705
002550-000/080100-00000	2630 Laurel Beaumont Texas 77702
700000-000/510900-00000	2630 Laurel (INV F&F M&E) Bmt, Tx 77702
002550-000/080200-00000	2620 Laurel Beaumont, Texas 77702
022775-000/002200-00000	8654 Glen Meadow, Beaumont Texas 77706
059350-000/002600-00000	1845 Ollie Beaumont, Texas 77705
013650-000/003000-00000	4965 Mallett Beaumont, Texas 77705
010850-000/086100-00000	2845 Orange Beaumont, Texas 77705
037760-000/002100-00000	4365 5 th S Beaumont, Texas 77705
006500-000/001600-00000	4315 Goliad Beaumont Texas 77705
008700-000/021100-00000	255 Oakland Beaumont Texas 77702
034462-000/005400-00000	Martin Luther King Jr. Dr Port Arthur 77642
068000-000/006900-00000	3420 11 th Beaumont, Texas 77705
068000-000/007000-00000	3420 11 th Beaumont, Texas 77705

Respondent's Certification

I have carefully examined the Request for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the 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.

Dee Richard Real Estate LLC
NAME OF BUSINESS

BY:

Delores "Dee" Cheuis
SIGNATURE

Sworn to and subscribed before me
this 27th day of
October, 2020

NAME & TITLE, TYPED OR PRINTED

2630 Laurel St.
MAILING ADDRESS

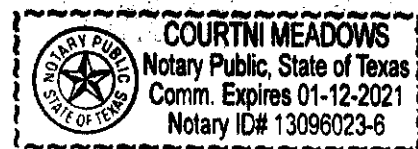
Beaumont, TX 77702
CITY, STATE, ZIP CODE

(409) 839-4580
TELEPHONE NUMBER

Courtnei Meadows
Notary Public

State of Texas

My Commission Expires: 01-12-2021



Respondent Shall Return Completed Form with Offer.

APPENDIX E.

CONTRACTOR'S FEE SCHEDULE.



DEE RICHARD REAL ESTATE, LLC

RESIDENTIAL & COMMERCIAL
2630 LAUREL AVE.
BEAUMONT, TEXAS 77702



PHONE (409) 839-4580 • FAX (409) 839-4395

SCOPE OF WORK FOR THE JEFFERSON COUNTY'S BUY-OUT PROGRAM AS REALTOR/CONSULTANT

1. To assist in the acquisition of 10 to 20 identified properties.
2. Meet with prospective property owners to discuss and present the initial paperwork and forms.
3. Coordinate with property owners/GMJ/Commissioners to negotiate each acquisition.
4. Coordinate with title companies/property owners to facilitate a successful closing.
5. Handle other customary activities associated with the purchase of real estate, including, the typing of contracts and associated forms; and presenting the real estate contracts to the property owners/ GMJ/ Commissioners.
6. When requested, attend public and/or private meetings.

FEE SCHEDULE FOR PROFESSIONAL REALTOR SERVICES

PROPERTIES \$50,000 OR LESS	\$3,500 PER PROPERTY
\$50,000 TO \$150,000	6% OF GROSS SALES PRICE
\$150,000 AND UP	5% OF GROSS SALES PRICE

**CONTRACT RENEWAL FOR RFP 18-049/YS
SECURITY SERVICES AND PERSONNEL FOR JEFFERSON
COUNTY**

The County entered into a contract with Allied Universal Security Services for one (1) year, from November 15, 2019 to November 14, extended to December 31, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from December 29, 2023 to December 28, 2024.

ATTEST:

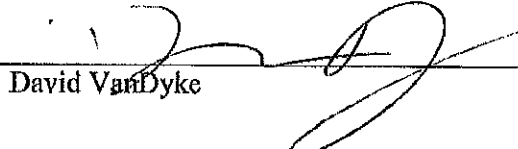
JEFFERSON COUNTY, TEXAS

Roxanne Acosta Hellberg, County Clerk

Jeff Branick, County Judge

CONTRACTOR:
Allied Universal Security Services

David VanDyke



CURRENT PRICING
RFP 18-049/YS
Security Services and Personnel for Jefferson County

Renewal 1: 12/31/2020 - 12/31/2021
 Renewal 2: 12/31/2021 - 12/30/2022
 Renewal 3: 12/30/2022 - 12/29/2023

Updated 11/01/2022

Location	Armed/Unarmed	Schedule of Coverage	Hours
Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont TX	Unarmed	Monday-Friday, 8:00am-5:00pm, Two (2) unarmed officers Monday-Friday 7:30am-4:30pm, One (1) unarmed lead officer One (1) hour unpaid lunch per officer	120
Beaumont Courthouse (New & Historic) 1149 Pearl Street, Beaumont TX	Unarmed	Monday-Friday, 8:00am-5:00pm, Three (3) unarmed officers One(1) hour unpaid lunch per officer	120

Location 1	unarmed/per hour
Security Professional Regular Rate	\$18.02 \$19.14 \$19.72
Security Professional Overtime Rate	\$27.03 \$28.71 \$29.58
Security Professional Holiday Rate	\$27.03 \$28.71 \$29.58
Site Lead Regular Rate	\$20.00 \$21.20 \$21.84
Site Lead Overtime Rate	\$30.00 \$31.80 \$32.76
Site Lead Holiday Rate	\$30.00 \$31.80 \$32.76
Location 2	unarmed/per hour
Security Professional Regular Rate	\$18.02 \$19.14 \$19.72
Security Professional Overtime Rate	\$27.03 \$28.71 \$29.58
Security Professional Holiday Rate	\$27.03 \$28.71 \$29.58

Allied Universal
 4345 Phelan Boulevard, Suite 102
 Beaumont TX 77707
 attn: David VanDyke
david.s.vandyke@aus.com
 ph: 409-842-4295



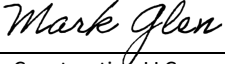
Project	<u>Mesquite Point Boat Ramp</u>	Project Number
Owner	<u>Jefferson County Texas</u>	<u>22-071</u>
Contractor	<u>Brizo Construction LLC</u>	
Construction Manager	<u>For Jefferson County – Michelle Falgout</u>	
Design Professional	<u>Freese and Nichols, Inc.</u>	

Change Order No.	<u>3</u>	Date	<u>11-8-23</u>
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Make the following modifications to the Contract Documents:		
Item	Description	Change Amount
1.	ADD: Item E2 - 8" COMPACTED SUBGRADE - Additional quantity (182 SY) for contractor to repair existing soft subgrade under asphalt repair areas at the bid unit price of \$21.00/SY.	\$ <u>3,822.00</u>
2.	ADD: Item F2 - ASPHALT PAVEMENT - PARKING EXTENSION & RAMP TIE-IN for Additional Quantity (65 SY) for replacement of existing asphalt pavement in areas of soft subgrade at the bid unit price of \$105/SY.	\$ <u>6,825.00</u>
3.	ADD: Modification to Change Order #2 Item 1. Miscalculated quantity in the change order amount. Change Order amount for that item regarding flowable fill was \$14,930 should have been \$15,120 for a total addition of \$190.0	\$ <u>190.00</u>
Net Change in Contract Price this Change Order		\$ <u>10,837</u>
Net Change in Substantial Completion Contract Times this Change Order		<u>26</u> days

The compensation in this Change Order is the full, complete, and final compensation for all costs Contractor may incur because of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work because of this Change Order. The changes in Contract Times are the complete and final adjustments for impacts to the ability of Contractor to complete the Work within the Contract Times and are the only adjustments to which Contractor is entitled. All terms and provisions of the Contract Documents remain in effect except as specifically modified by this Change Order.

a. Original Contract Price	\$ <u>1,558,404.00</u>												
b. Previously Approved Change Order/Contract Amendment Amounts	\$ <u>34,802.00</u>												
c. Adjusted Contract Price (a + b)	\$ <u>1,593,206.00</u>												
d. Contract Amendment Amount	\$ <u>10,837.00</u>												
e. Revised Contract Price (c + d)	\$ <u>1,604,043.00</u>												
f. Percent Change in Contract Price to Date	<u>2.93</u> %												
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"></th> <th style="width: 33%; text-align: center;">Original</th> <th style="width: 33%; text-align: center;">Previous CO#1</th> <th style="width: 33%; text-align: center;">Current CO#3</th> </tr> </thead> <tbody> <tr> <td>Substantial Completion Date</td> <td style="text-align: center;"><u>August 7, 2023</u></td> <td style="text-align: center;"><u>October 6, 2023</u></td> <td style="text-align: center;"><u>October 31, 2023</u></td> </tr> <tr> <td>Final Completion Date</td> <td style="text-align: center;"><u>August 24, 2023</u></td> <td style="text-align: center;"><u>October 25, 2023</u></td> <td style="text-align: center;"><u>November 30, 2023</u></td> </tr> </tbody> </table>		Original	Previous CO#1	Current CO#3	Substantial Completion Date	<u>August 7, 2023</u>	<u>October 6, 2023</u>	<u>October 31, 2023</u>	Final Completion Date	<u>August 24, 2023</u>	<u>October 25, 2023</u>	<u>November 30, 2023</u>
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Final Completion Date	<u>August 24, 2023</u>	<u>October 25, 2023</u>	<u>November 30, 2023</u>										

Recommended by Design Professional  _____ Freese and Nichols, Inc. 11/14/2023 _____ Date	Recommended by Construction Manager  _____ Jefferson County Date
Approved by Contractor  _____ Brizo Construction LLC 11/14/2023 _____ Date	Approved by Owner _____ Jefferson County Date

NEOGOV

SERVICES AGREEMENT APPLICABLE TO CUSTOMERS OF NEOGOV RESELLERS

V032122

You are acquiring a subscription to a proprietary NEOGOV web-based software-as-a-service application (a "SaaS Application") and Professional Services (collectively referred to as the "Services") operated by Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the client, customer, or subscriber identified in the Order Form (as defined below) from an unrelated third party authorized to sell such subscriptions ("Reseller") under a separate agreement with NEOGOV ("Reseller Agreement"). In addition to any terms and conditions related to your use of the Services pursuant to any agreement by and between you and the Reseller, this Agreement contains the terms and conditions that govern your access to and use of the Services. NEOGOV is an express beneficiary of this Agreement, and in acquiring a subscription to the Service, you expressly acknowledge and agree that NEOGOV shall have the right to enforce this Agreement against you and that this Agreement constitutes the entire agreement and supersedes any and all prior agreements between you and NEOGOV with regard to your subscription to the Services or your access to or use thereof under this Agreement. As further clarification of the foregoing, this Agreement does not supersede nor nullify the Reseller Agreement between you and the Reseller.

By accepting this Agreement, either by accessing or using a Services, or authorizing or permitting any Authorized User (as defined below) to access or use a Service, you agree to be bound by this Agreement as of the date of such access or use of the Services (the "Effective Date"). If you are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), you are agreeing to this Agreement for that Entity and representing to NEOGOV that you have the authority to bind such Entity and its affiliates to this Agreement, in which case the terms "Customer", "you," "your" or a related capitalized term herein shall refer to such Entity and its affiliates. If you do not have such authority, or if you do not agree with this Agreement, you must not use or authorize any use of the Services. "Agreement" or "Services Agreement" shall be used to collectively refer to this Services Agreement Applicable to Customers of NEOGOV Resellers and any documents incorporated herein including the applicable Exhibits.

1. **Provision of Services.** Subject to the terms of this Agreement and the Order Form executed by the Reseller managing your subscription to the Service (the "Order Form"), NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (defined below) included or ordered by Reseller in the applicable Order Form. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of Reseller's signature on an applicable Order Form or your use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (b) generate, print, and download Customer Data (as defined below) as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (i) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to the Reseller Agreement and (ii) for whom access to the Services has been purchased under a Reseller Agreement. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless Reseller delivers to NEOGOV, or NEOGOV delivers to Reseller, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew the Order Form, or unless terminated



earlier in accordance with this Agreement or the Reseller Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule.

3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property (as defined below) and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. **Professional Services.** "Professional Services" shall mean consulting, training services purchased by Reseller in an applicable Order Form or detailed in a Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications provided to you. Professional Services may be ordered by Reseller pursuant to a SOW and any written service specifications ("Service Specifications") provided by NEOGOV to Reseller or Customer describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Reseller before NEOGOV shall commence work. If Reseller does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. Customer acknowledges that all Professional Services purchased by Customer from a Reseller must be utilized within twelve (12) months of the date of purchase from Reseller.
5. **Payment Terms.**
 - a) **Reseller Fees.** Unless otherwise stated in an Order Form or Customer's agreement with Reseller, Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of Reseller's invoice. If NEOGOV is notified by Reseller of your failure to pay amounts due to Reseller with respect to your Services; or Reseller fails to pay NEOGOV any amounts due under an Order Form within 30 days of receipt, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. You consent to these suspension rights and acknowledge and agree that NEOGOV shall have no liability to you of any kind with respect to any such suspension. Your sole recourse with respect to any such suspension shall be against Reseller.
 - b) **Customer Purchase Orders.** Any reference to a purchase order is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Order Form or this Agreement.
6. **Term and Termination.**
 - a) **Term.** This Agreement shall remain in effect until all subscriptions to the SaaS Application have expired and/or full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) **Termination for Cause; Effect of Termination.** NEOGOV may terminate the Services immediately if Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV's written specification of the breach. NEOGOV may suspend the Services or terminate the Services immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of the Services, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.



7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit.
8. Maintenance; Modifications; Support Services.
 - a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV or Reseller to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
 - a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV

NEOGOV™

PowerDMS
Digital Management Software
A NEOGOV Company

Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

- b) **Platform Data.** “Platform Data” shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
- c) **Data Processing Agreement.** To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum (“DPA”) is incorporated herein by reference:
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
- d) **Data Responsibilities.**
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
- e) **Breach Notice.** NEOGOV will notify Reseller or Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- f) **Data Export, Retention and Destruction.** Customer may export or delete Customer Data from the Services at any time during the Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. **Third Party Services.** The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall



not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access.

12. Nondisclosure.

- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE



INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (b) in connection with Customer's violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund to Reseller a pro-rata portion of any fees on the Order Form covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



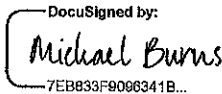
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM RESELLER IN CONNECTION WITH YOUR SERVICES IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its licensees and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer and only upon written consent by the Customer.
18. Force Majeure. Neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Agreement, and this Service Agreement shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement shall supersede the terms in any non-NEOGOV purchase order or other ordering document. This



Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.

- 21. **General.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Jefferson County, Texas. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the Order Form. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name: Jefferson County (TX)	
Signature: _____	Signature:  7EB833F9086341B...
Print Name:	Print Name: Michael Burns
Date:	Date: 11/10/2023 3:34:06 PM PST

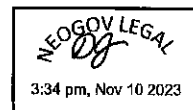




Exhibit A Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
3. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.



Exhibit B PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement ("PowerEngage Addendum"). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.
2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer's CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer's CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.
3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.
4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
 - Configure Customer administrator account - NEOGOV
 - Walk Customer through the survey builder - NEOGOV
 - Walk Customer through the rules builder - NEOGOV
 - Walk Customer through the Feedback Board- NEOGOV
 - Walk Customer through Activity /Survey tools- NEOGOV
 - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
 - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
 - Connect to Customer CAD/RMS Data – Customer
 - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
 - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer ●
 - Configure the questions in the survey tool = NEOGOV and Customer



- Configure the acceptable responses in the survey tool = NEOGOV and Customer
 - Configure additional criteria (Follow Up question only) = NEOGOV and Customer
 - Send sample survey to Customer on text message = NEOGOV and Customer
 - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
 - Configure the rules and texts = NEOGOV and Customer
 - Send example encounters to test rules = NEOGOV and Customer
 - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
 - Identify Personnel information needed for notifications and digest emails
 - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
 - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
 - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services:

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.



Exhibit C HRIS Addendum

The following terms govern the use of the HRIS Services (the "HRIS Addendum") as they relate to specific HRIS Services ordered by Customer in an Order Form. "HRIS Services" refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work ("SOW") and the agreed-upon scope document ("Scope") will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer's responsiveness to NEOGOV's requests during the implementation process and Customer's obligation to fill out the "Implementation Workbook" to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the "Add-Ons"). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost. Any services not included in the SOW and Scope or any Add-Ons may be purchased in a separate Order Form through Reseller.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer is licensing the NEOGOV Core HR and HRIS Services involving benefits administration (the "Benefits Module"):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV's designated contact for the Benefits Module (the "Benefits Representative"). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each "plan administrator" defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a "Benefit Plan"). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer's employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer's employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer's responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
 - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related

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Digital Management Software
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thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.

- c) NEOGOV's Health Care Clearinghouse Status. Customer expressly acknowledges and agrees that NEOGOV is not a "Health Care Clearinghouse", a "Covered Entity" or a "Business Associate" within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.
3. Additional Termination Rights. NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. ERISA. The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
- a) NEOGOV's Non-Fiduciary Status. Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
- b) Use of NEOGOV'S Name. Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "thirdparty administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. Direct to Carrier Services. Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer licenses the NEOGOV Payroll Services Module.

1. Payroll Processing and Tax Filing. NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by



Customer, and file related tax returns (such remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each payday for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the "POA"), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the "Authorization Form"), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer's bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer's (i) legal name, and "doing business as" name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer's data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV's request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV's obligation to perform the HRIS Services is subject to Customer's obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer's behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer's delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer's account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than



2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer's bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits

initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
 - e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
 - f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
 - g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any thirdparty.
 - h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
 5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
 6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure



to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.

7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.
8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.
9. Additional Termination Rights.
 - a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.
 - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

Exhibit D Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, nonsublicensable



license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.
7. **API Key.** In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.



8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

ADVERTISER AGREEMENT

OUTFRONT/

OUTFRONT Media
1600 Studemont St.
Houston, TX 77007
(713) 868-2284
(713) 862-7652

CONTRACT NO.: 3760426

DATE: 11/08/23

ADVERTISER: Jefferson County, Visitors Center

CLIENT SUPPLIES PRODUCTION: Yes

BRAND:

ACCOUNT EXECUTIVE: Dori Bell (M55)

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1162593

Kathi Weathington Hughes
5055 IH-10 South
Beaumont, TX 77705
409-679-2808
Attn: Kathi Hughes

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with Outfront Media LLC ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type and within the timeframe specified by Company, including sufficient coverage Copy and posting instructions. See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Configured Spots***	Size	GRP/IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Houston, TX	Bulletins/General Coverage/Unit# 4_8467-O I-10 1.00 mi N/O Hwy 124 E/S F/S	NA	10'x40'		1	01/01/24-12/29/24	13.00	4W	\$1,000.00

Customer Ref#
Special Instructions:
Ben Rogers Visitor Center
Contract will be signed by Judge Jeff Branick
Client has 60-Day First Right to Renew

Net Agreement Total: \$13,000.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE OR ELECTRONIC SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

BY _____ DATE _____ PLEASE PRINT _____ DATE _____
NAME - TITLE

* Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid *** Configured Spots is the maximum number of spots on a digital display

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

OUTFRONT/

Advertiser Bill-To# 1162593
 Kathi Weathington Hughes
 5055 IH-10 South
 Beaumont, TX 77705
 409-679-2808
 Attn: Kathi Hughes

CONTRACT NO.: **3760426**

DATE: 11/08/23

ADVERTISER: Jefferson County, Visitors Center

ACCOUNT EXECUTIVE: Dori Bell (M55)

BRAND:

CAMPAIGN:

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Configured Spots***	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Houston, TX	Bulletins/General Coverage/Unit# 4_8467-O I-10 1.00 mi N/O Hwy 124 E/S F/S	NA	10'x40'	12/15/23	1	OUTFRONT Media 1600 Studemont St. Houston, TX 77007 (713) 868-2284 Attn Outdoor Operations		

1. Scope of the Contract. The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. If an advertising agency or other agent or licensee of Advertiser ("Agency") is entering into this Contract on Advertiser's behalf, Agency represents that it has the authority to act and is acting as agent for Advertiser.
2. Delivery of Copy. At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary overage supply and posting instructions. If Copy is not timely and properly received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post late Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than \$650 per location will be payable. Company may use the location(s) in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such location(s).
3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if Company determines that adverse publicity, reputational harm or liability to Company or third parties has or is likely to result from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, fraud, misrepresentation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.
4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.
5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.
6. Maintenance and Damage. Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.
7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations or less Copy than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company fails to deliver the minimum number of guaranteed impressions in accordance with the Inventory Specifications (where Company has provided an impression guarantee), or (vi) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period and/or post additional Copy to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.
8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.
9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Where the facing page of this Contract specifies delivery by impressions and Company approves payment in arrears, invoicing will be rendered monthly as of the last business day of each month during the Advertising Period and following the end of the Advertising Period based on the number of impressions delivered during the prior monthly period or part thereof. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless

- a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.
10. **Credit Approval.** Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.
11. **Advertiser Default.** In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.
12. **Unused Copy.** Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's Copy or displays in any manner whatsoever.
13. **General.** This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of New York and New York County, New York shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.
14. **Counterpart Signatures.** This Contract may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Contract, facsimile or electronic signatures shall be considered original signatures.

End of Terms and Conditions



JEFFERSON COUNTY PURCHASING DIVISION

Deborah L. Clark, County Purchasing Agent

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

MEMORANDUM

To: Patrick Swain
County Auditor

From: Deborah Clark
Purchasing Agent

Date: November 16, 2023

Re: Purchasing Budget Amendment

I am requesting a transfer \$1300.00 from 12010184191005 to 120102241545001. This is to add funds for the 2022-2023 Budget Year to cover advertising cost.

Thank you for your attention to this matter.

STATEMENT OF FINANCIAL POSITION
AUGUST 31, 2023

CSCD: Jefferson County

ASSETS

CASH	<u>1,088,953.06</u>	
ACCOUNTS RECEIVABLE		
Supervision Fees	<u>129,447.20</u>	
Due from CJAD	<u> </u>	
Other	<u>52,543.39</u>	
TOTAL ASSETS		<u><u>\$ 1,270,943.65</u></u>


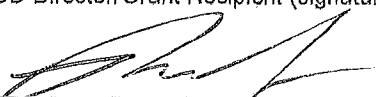
LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision	<u>265,545.20</u>	
Community Corrections	<u>125,695.56</u>	
Diversion Programs	<u>109,053.16</u>	
TAIP	<u> </u>	
TOTAL LIABILITIES		<u><u>\$ 500,293.92</u></u>

FUND BALANCES

Basic Supervision	<u>770,649.73</u>	
Community Corrections	<u>-</u>	
Diversion Programs	<u>-</u>	
TAIP	<u> </u>	
TOTAL FUND BALANCES		<u><u>\$ 770,649.73</u></u>

TOTAL FUND BALANCES AND LIABILITIES		<u><u>\$ 1,270,943.65</u></u>
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		11/13/2023
CSCD Director/Grant Recipient (signature)		DATE
		11/13/2023
Fiscal Officer (signature)		DATE

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	43.50	512236	
CHAPMAN VENDING	268.60	512269	
			312.10**
ROAD & BRIDGE PCT.#1			
ENTERGY	98.33	512123	
M&D SUPPLY	76.72	512130	
ACE IMAGEWEAR	146.72	512145	
SMART'S TRUCK & TRAILER, INC.	128.17	512146	
S.E. TEXAS BUILDING SERVICE	325.00	512147	
ADVANCE AUTO PARTS	307.70	512223	
REPUBLIC SERVICES	73.61	512235	
			1,156.25**
ROAD & BRIDGE PCT.#2			
SMART'S TRUCK & TRAILER, INC.	6.10	512146	
S.E. TEXAS BUILDING SERVICE	346.66	512147	
AT&T	156.87	512158	
CENTERPOINT ENERGY RESOURCES CORP	90.61	512193	
REPUBLIC SERVICES	83.13	512235	
CY-FAIR TIRE	1,618.84	512258	
			2,302.21**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	12,251.47	512101	
AUDILET TRACTOR SALES	675.90	512105	
BEAUMONT TRACTOR COMPANY	1,723.52	512107	
BEAUMONT TRACTOR COMPANY	1,023.80	512108	
CITY OF PORT ARTHUR - WATER DEPT.	174.32	512112	
MID-COUNTY ALTERNATOR	120.00	512132	
NOACK LOCKSMITH	14.00	512135	
VULCAN MATERIALS CO.	12,055.15	512161	
CENTERPOINT ENERGY RESOURCES CORP	49.85	512193	
ON TIME TIRE	258.00	512218	
REPUBLIC SERVICES	73.61	512235	
O'REILLY AUTO PARTS	291.79	512253	
ODP BUSINESS SOLUTIONS, LLC	165.00	512277	
			28,876.41**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	36.31	512099	
CITY OF BEAUMONT - LANDFILL	1,040.00	512104	
W.W. GRAINGER, INC.	18.04	512122	
M&D SUPPLY	449.99	512130	
SOUTHEAST TEXAS WATER	53.95	512150	
AT&T	110.72	512158	
TRAILER HITCH DEPOT	1,100.00	512166	
INTERSTATE ALL BATTERY CENTER - BMT	392.85	512204	
REPUBLIC SERVICES	226.45	512235	
TRUX SERVICE BODY & RIGGING LLC	1,964.00	512259	
WASHINGTON COUNTY TRACTOR, INC	2,408.84	512271	
MUNRO'S UNIFORM SERVICES, LLC	199.68	512280	
CITIBANK NA	1,299.99	512287	
			9,300.82**
ENGINEERING FUND			
VERIZON WIRELESS	125.63	512171	
VERIZON WIRELESS	122.18	512172	
ODP BUSINESS SOLUTIONS, LLC	39.91	512277	
			287.72**
PARKS & RECREATION			
ENTERGY	992.42	512123	
RITTER @ HOME	308.88	512141	
VULCAN MATERIALS CO.	8,413.65	512161	
LOWE'S HOME CENTERS, INC.	76.85	512187	
HLAVINKA EQUIPMENT COMPANY	420.00	512196	
COUNTY HOME AND RANCH LP	786.52	512215	
SPRINT WASTE SERVICES LP	789.19	512228	
ALL TERRAIN EQUIPMENT CO	414.45	512248	
			12,201.96**
GENERAL FUND			
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	41.92	512145	
UNITED STATES POSTAL SERVICE	299.02	512177	
REPUBLIC SERVICES	36.80	512235	
			377.74*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.24	512177	
AUDITOR'S OFFICE			2.24*
UNITED STATES POSTAL SERVICE	12.29	512177	
ODP BUSINESS SOLUTIONS, LLC	76.54	512277	
			88.83*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	388.52	512177	
SIERRA SPRING WATER CO. - BT	56.98	512178	
			445.50*
COUNTY JUDGE			
KEVIN PAULA SEKALY PC	500.00	512144	
UNITED STATES POSTAL SERVICE	5.37	512177	
MOORE LANDREY LLP	500.00	512210	
THOMSON REUTERS-WEST	170.00	512224	
			1,175.37*
RISK MANAGEMENT			
ADAN PEREZ JR	210.06	512278	
			210.06*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	55.85	512177	
PRINTING DEPARTMENT			55.85*
FUNCTION 4 LLC	270.00	512244	
LINDENMEYR MUNROE	516.33	512267	
FIRST CITIZENS BANK	499.00	512299	
			1,285.33*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	1,633.20	512116	
PORT ARTHUR NEWS, INC.	449.08	512137	
UNITED STATES POSTAL SERVICE	11.73	512177	
			2,094.01*
GENERAL SERVICES			
B&L MAIL PRESORT SERVICE	1,200.01	512106	
CASH ADVANCE ACCOUNT	60.00	512129	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	512159	
NATIONAL ASSN. OF COUNTIES	5,045.00	512162	
MILLIMAN	1,325.00	512200	
SEPS INC	2,993.99	512217	
CHAPMAN VENDING	61.15	512269	
			13,885.15*
DATA PROCESSING			
CITIBANK NA	4,484.15	512287	
			4,484.15*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	227.44	512177	
ELECTIONS DEPARTMENT			227.44*
SIERRA SPRING WATER CO. - BT	47.96	512178	
			47.96*
DISTRICT ATTORNEY			
HERNANDEZ OFFICE SUPPLY, INC.	158.21	512124	
JEFFERSON CTY. DISTRICT ATTORNEY	18,200.00	512127	
UNITED STATES POSTAL SERVICE	141.69	512177	
KIMBERLY R. BROUSSARD	119.00	512201	

NAME	AMOUNT	CHECK NO.	TOTAL
THOMSON REUTERS-WEST	490.26	512224	
TEXAS WORKFORCE COMMISSION	1,500.00	512233	
ODP BUSINESS SOLUTIONS, LLC	484.27	512277	
CITIBANK NA	80.00	512287	
ERICA W PORTER	350.00	512294	21,523.43*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	142.37	512177	
FUNCTION 4 LLC	570.00	512244	
ODP BUSINESS SOLUTIONS, LLC	80.43	512277	792.80*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	1,700.00	512100	
DAVID GROVE	4,375.00	512102	
DONALD W. DUESLER & ASSOC.	8,750.00	512115	
WENDELL RADFORD	800.00	512139	
NATHAN REYNOLDS, JR.	2,381.25	512140	
KEVIN PAULA SEKALY PC	8,750.00	512144	
JOHN D WEST	8,750.00	512167	
KIMBERLY R. BROUSSARD	4,999.50	512201	
LAURIE PEROZZO	2,000.00	512206	
ODP BUSINESS SOLUTIONS, LLC	346.37	512277	
CITIBANK NA	495.00	512287	43,347.12*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	39.95	512151	
UNITED STATES POSTAL SERVICE	1.07	512177	41.02*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	.99	512180	.99*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.54	512177	.54*
172ND DISTRICT COURT			
AMAZON CAPITAL SERVICES	84.31	512286	84.31*
252ND DISTRICT COURT			
WENDELL RADFORD	1,500.00	512139	
CHARLES ROJAS	8,750.00	512165	
BRITTANIE HOLMES	8,750.00	512222	
MARVIN LEWIS JR	8,750.00	512254	27,750.00*
279TH DISTRICT COURT			
KIMBERLY PHELAN, P.C.	325.00	512195	
REAUD MORGAN & QUINN LLP	550.00	512202	
WILLIAM FORD DISHMAN	330.00	512226	
ALICIA K HALL PLLC	1,749.00	512265	
SHELANDER LAW OFFICE	550.00	512270	3,504.00*
317TH DISTRICT COURT			
A. MARK FAGGARD	325.00	512117	
ANITA F. PROVO	325.00	512138	
WENDELL RADFORD	325.00	512139	
CHARLES ROJAS	495.00	512165	
UNITED STATES POSTAL SERVICE	1.26	512177	
DONEANE E. BECKCOM	110.00	512184	
JOEL WEBB VAZQUEZ	110.00	512191	
ALLEN PARKER	110.00	512207	
JENNIFER DELAGE	990.00	512241	
THE PARDUE LAW FIRM, PLLC	1,034.00	512263	3,825.26*
JUSTICE COURT-PCT 1 PL 1			

NAME	AMOUNT	CHECK NO.	TOTAL
SOUTHEAST TEXAS WATER	35.45	512148	
TEXAS STATE UNIVERSITY SAN MARS	315.00	512153	
UNITED STATES POSTAL SERVICE	43.85	512177	
JUSTICE COURT-PCT 1 PL 2			394.30*
UNITED STATES POSTAL SERVICE	18.30	512177	
ODP BUSINESS SOLUTIONS, LLC	361.04	512277	
JUSTICE COURT-PCT 4			379.34*
AT&T	110.72	512158	
CITIBANK NA	75.00	512287	
JUSTICE COURT-PCT 6			185.72*
UNITED STATES POSTAL SERVICE	35.30	512177	
SIERRA SPRING WATER CO. - BT	50.97	512181	
JUSTICE COURT-PCT 7			86.27*
ODP BUSINESS SOLUTIONS, LLC	304.15	512277	
CITIBANK NA	75.00	512287	
JUSTICE OF PEACE PCT. 8			379.15*
THOMSON REUTERS-WEST	88.00	512224	
COUNTY COURT AT LAW NO.1			88.00*
UNITED STATES POSTAL SERVICE	2.15	512177	
SIERRA SPRING WATER CO. - BT	88.95	512179	
ODP BUSINESS SOLUTIONS, LLC	103.39	512277	
COUNTY COURT AT LAW NO. 2			194.49*
JOHN EUGENE MACEY	500.00	512131	
CHARLES ROJAS	300.00	512165	
UNITED STATES POSTAL SERVICE	63.20	512177	
SIERRA SPRING WATER CO. - BT	45.48	512182	
JOEL WEBB VAZQUEZ	700.00	512191	
LAURIE PEROZZO	250.00	512206	
LINDSEY SCOTT	500.00	512234	
LAW OFFICES OF BREVIN JACKSON	300.00	512290	
THE LAW OFFICE OF CHRISTY L CAUTHEN	400.00	512297	
COUNTY COURT AT LAW NO. 3			3,058.68*
UNITED STATES POSTAL SERVICE	37.78	512177	
COURT MASTER			37.78*
UNITED STATES POSTAL SERVICE	3.78	512177	
KENT W JOHNS	500.00	512213	
MEDIATION CENTER			503.78*
UNITED STATES POSTAL SERVICE	5.56	512177	
SHERIFF'S DEPARTMENT			5.56*
FED EX	135.65	512118	
CASH ADVANCE ACCOUNT	378.20	512129	
SAM'S WESTERN WEAR, INC.	255.28	512142	
AT&T	209.16	512158	
VERIZON WIRELESS	3,950.63	512170	
UNITED STATES POSTAL SERVICE	1,141.56	512177	
DATAWORKS PLUS, LLC	39,609.37	512189	
RITA HURT	3,575.00	512216	
THOMSON REUTERS-WEST	531.60	512224	
GALLS LLC	2,118.10	512232	
REPUBLIC SERVICES	73.61	512235	
3L PRINTING COMPANY	35.00	512237	

NAME	AMOUNT	CHECK NO.	TOTAL
IAFCI	105.00	512243	
BEARCOM / KAY ELECTRONICS	232.50	512257	
WALMART CAPITAL ONE	84.15	512272	
EDEN K9 CONSULTING & TRAINING CORP	696.00	512273	
NEIGHBORHOOD VETERINARY CENTERS LLC	403.85	512274	
ODP BUSINESS SOLUTIONS, LLC	1,292.00	512277	
BEAUMONT OCCUPATIONAL SERVICES	104.85	512289	
THE MONOGRAM SHOP	122.00	512292	
			55,053.51*
CRIME LABORATORY			
FED EX	24.79	512119	
CASH ADVANCE ACCOUNT	786.40	512129	
SOUTHEAST TEXAS WATER	154.80	512149	
LIPOMED	88.00	512208	
VECTOR SECURITY	190.11	512247	
ODP BUSINESS SOLUTIONS, LLC	15.59	512277	
AMAZON CAPITAL SERVICES	31.00	512286	
BAK GLOBAL LLC	100.00	512288	
			1,359.51*
JAIL - NO. 2			
COASTAL WELDING SUPPLY INC	130.20	512114	
JACK BROOKS REGIONAL AIRPORT	124.25	512128	
CASH ADVANCE ACCOUNT	458.29	512129	
AT&T	1,557.46	512158	
TEXAS GAS SERVICE	723.55	512188	
REPUBLIC SERVICES	5,927.52	512235	
CORRHEALTH PLLC	669,720.52	512249	
			678,641.79*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	18.38	512177	
CHARITY HIGHTOWER	205.02	512251	
NICOLE CLARK	136.89	512300	
			360.29*
JUVENILE DETENTION HOME			
S.E. TEXAS BUILDING SERVICE	2,600.00	512147	
HANDLE WITH CARE BEHAVIOR	525.00	512186	
BEN E KEITH COMPANY	4,285.84	512190	
CENTERPOINT ENERGY RESOURCES CORP	182.99	512193	
ATTABOY TERMITE & PEST CONTROL	77.10	512205	
REPUBLIC SERVICES	519.60	512235	
BIG THICKET PLUMBING INC	2,265.08	512250	
FLOWERS BAKING COMPANY OF HOUSTON	99.27	512281	
			10,554.88*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	50.16	512177	
CITIBANK NA	180.00	512287	
			230.16*
CONSTABLE-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	315.00	512155	
AT&T	55.36	512158	
			370.36*
CONSTABLE-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	945.00	512154	
TEXAS STATE UNIVERSITY SAN MARS	1,000.00	512156	
UNITED STATES POSTAL SERVICE	4.68	512177	
			1,949.68*
CONSTABLE PCT. 7			
TEXAS STATE UNIVERSITY SAN MARS	815.00	512157	
			815.00*
CONSTABLE PCT. 8			
TND WORKWEAR CO LLC	105.90	512245	
			105.90*
COUNTY MORGUE			

NAME	AMOUNT	CHECK NO.	TOTAL
FORENSIC MEDICAL	95,460.00	512256	95,460.00*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	513.85	512129	
MID COUNTY FARM & FEED SUPPLY	34.95	512203	
DAVID OATES	79.26	512238	
CITIBANK NA	39.50	512287	
REBECCA CARPENTER	19.94	512293	687.50*
HEALTH AND WELFARE NO. 1			
CITY OF BEAUMONT	40.00	512103	
BROUSSARD'S MORTUARY	1,467.00	512109	
CLAYBAR FUNERAL HOME, INC.	3,000.00	512113	
CASH ADVANCE ACCOUNT	837.26	512129	
MCKESSON MEDICAL-SURGICAL INC	644.94	512164	
CLAYBAR HAVEN OF REST	3,720.00	512175	
UNITED STATES POSTAL SERVICE	65.94	512177	
SIERRA SPRING WATER CO. - BT	99.39	512183	
ODP BUSINESS SOLUTIONS, LLC	125.33	512277	9,999.86*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	512121	
MCKESSON MEDICAL-SURGICAL INC	2,444.58	512164	
LISA WASHINGTON	224.01	512285	4,168.59*
NURSE PRACTITIONER			
LESLIE RIGGS	192.11	512229	192.11*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	28,943.99	512225	
SHAMECA MALBROUGH	23.99	512262	
OUTCOMES OPERATING INC	421.00	512298	29,388.98*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	512171	
CITIBANK NA	199.00	512287	349.00*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	248.60	512122	
M&D SUPPLY	42.11	512130	
SANITARY SUPPLY, INC.	641.00	512143	
ACE IMAGEWEAR	223.12	512145	
REPUBLIC SERVICES	1,558.80	512235	
FERGUSON ENTERPRISES INC	215.10	512246	
ODP BUSINESS SOLUTIONS, LLC	179.58	512277	3,108.31*
MAINTENANCE-PORT ARTHUR			
ENTERGY	2,048.49	512123	
HOWARD'S AUTO SUPPLY	3.28	512163	
LOWE'S HOME CENTERS, INC.	133.87	512187	
PARKER'S BUILDING SUPPLY	94.04	512284	2,279.68*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	55.98	512141	
SANITARY SUPPLY, INC.	125.56	512143	
S.E. TEXAS BUILDING SERVICE	4,341.67	512147	
CENTERPOINT ENERGY RESOURCES CORP	173.38	512193	
REPUBLIC SERVICES	83.13	512235	
MIDWEST INDUSTRIAL TANKS	1,471.50	512296	6,251.22*
SERVICE CENTER			
CLASSIC CHEVROLET	48.00	512097	
SPIDLE & SPIDLE	12,692.25	512101	

NAME	AMOUNT	CHECK NO.	TOTAL
CHUCK'S WRECKER SERVICE	150.00	512111	
HI-LINE	227.00	512125	
J.K. CHEVROLET CO.	4,670.84	512126	
THE MUFFLER SHOP	77.00	512134	
PHILPOTT MOTORS, INC.	194.66	512136	
SANITARY SUPPLY, INC.	80.56	512143	
AT&T	104.58	512158	
JEFFERSON CTY. TAX OFFICE	7.50	512168	
JEFFERSON CTY. TAX OFFICE	7.50	512169	
BUMPER TO BUMPER	1,506.70	512192	
UNITED RENTALS	1,133.50	512194	
MIGHTY OF SOUTHEAST TEXAS	207.57	512214	
SPANKY'S WRECKER SERVICE INC	150.00	512219	
ADVANCE AUTO PARTS	50.90	512223	
CARR'S UNLOCKING COMPANY	125.00	512230	
REPUBLIC SERVICES	83.13	512235	
CINTAS CORPORATION	29.90	512239	
DENNIS LOWE	669.85	512240	
THE GOODYEAR TIRE & RUBBER COMPANY	4,966.40	512252	
O'REILLY AUTO PARTS	28.76	512253	
ODP BUSINESS SOLUTIONS, LLC	31.99	512277	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	3.96	512282	
TOWN AND COUNTRY FORD	429.68	512295	
			27,677.23*
			1,059,565.73**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	1,011.69	512128	
ACE IMAGEWEAR	74.42	512145	
UNITED PARCEL SERVICE	22.74	512160	
CENTERPOINT ENERGY RESOURCES CORP	178.90	512193	
REPUBLIC SERVICES	83.13	512235	
O'REILLY AUTO PARTS	7.50	512253	
ES OPCO USA LLC	178,442.10	512264	
			179,820.48**
SECURITY FEE FUND			
GALLS LLC	346.97	512232	
ALLIED UNIVERSAL SECURITY SERVICES	10,117.60	512261	
			10,464.57**
EMPG GRANT			
SOUTHEAST TEXAS WATER	9.95	512152	
VERIZON WIRELESS	78.83	512171	
WALMART CAPITAL ONE	69.92	512272	
			158.70**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	132.20	512177	
JCCSC	77.00	512211	
			209.20**
MENTALLY IMPAIRED OFFEND.			
TDCJ - CASHIERS OFFICE	19,631.76	512110	
			19,631.76**
COMMUNITY CORRECTIONS PRG			
TDCJ - CASHIERS OFFICE	91,299.74	512110	
M&D SUPPLY	29.85	512130	
			91,329.59**
DRUG DIVERSION PROGRAM			
TDCJ - CASHIERS OFFICE	53,453.26	512110	
			53,453.26**
COUNTY CLERK - RECORD MGT			
MANATRON INC	4,224.00	512197	
			4,224.00**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	82.18	512130	
4IMPRINT, INC.	2,053.80	512185	
JESSIE DAVIS	154.58	512199	

NAME	AMOUNT	CHECK NO.	TOTAL
LANDSCAPER'S WHOLESALE MARKET	19.45	512212	
SAM'S CLUB DIRECT	195.45	512221	
REPUBLIC SERVICES	83.13	512235	
GRINNELL COMPUTERS	3,708.74	512242	
FERGUSON ENTERPRISES INC	188.04	512246	
GEORGE WEST	45.85	512275	
MUNRO'S UNIFORM SERVICES, LLC	208.78	512280	6,740.00**
AIRPORT FUND			
A&A EQUIPMENT	550.18	512098	
SPIDLE & SPIDLE	3,120.89	512101	
BEAUMONT TRACTOR COMPANY	969.80	512107	
B.C. MILLER ELECTRIC, INC.	670.00	512133	
AT&T	519.82	512158	
LOWE'S HOME CENTERS, INC.	22.38	512187	
CENTERPOINT ENERGY RESOURCES CORP	692.68	512193	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	1,254.15	512227	
REPUBLIC SERVICES	332.52	512235	
TITAN AVIATION FUELS	78,407.51	512255	
JM TEST SYSTEMS INC	472.50	512266	
ODP BUSINESS SOLUTIONS, LLC	152.38	512277	
MUNRO'S UNIFORM SERVICES, LLC	63.50	512280	
BLUEGLOBES, LLC	2,262.08	512283	
CITIBANK NA	548.61	512287	90,039.00**
AIRPORT IMPROVE. GRANTS			
FITZ & SHIPMAN, INC.	9,825.00	512120	
TOLUNAY-WONG ENGINEERS INC	1,730.00	512209	11,555.00**
SE TX EMP. BENEFIT POOL			
UNITED HEALTHCARE SERVICES INC	1,104.48	512260	
BAY BRIDGE ADMINISTRATORS LLC	198,799.37	512268	199,903.85**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	3,304.00	512220	
REPUBLIC SERVICES	3,170.00	512235	6,474.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,186.56	512301	
CLEAT	324.00	512302	
JEFFERSON CTY. TREASURER	13,501.88	512303	
RON STADTMUELLER - CHAPTER 13	182.31	512304	
INTERNAL REVENUE SERVICE	208.00	512305	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,580.00	512306	
JEFFERSON CTY. COMMUNITY SUP.	6,953.70	512307	
JEFFERSON CTY. TREASURER - HEALTH	549,688.28	512308	
JEFFERSON CTY. TREASURER - PAYROLL	2,234,003.62	512309	
JEFFERSON CTY. TREASURER - PAYROLL	786,796.00	512310	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,618.64	512311	
JEFFERSON CTY. TREASURER - TCDRS	887,728.31	512312	
JEFFERSON COUNTY TREASURER	3,014.00	512313	
JEFFERSON COUNTY - TREASURER -	8,211.74	512314	
NECHES FEDERAL CREDIT UNION	31,540.36	512315	
JEFFERSON COUNTY - NATIONWIDE	81,388.59	512316	
SBA - U S DEPARTMENT OF TREASURY	307.63	512317	4,623,233.62**
JUSTICE COURT SUPPORT FND			
ODP BUSINESS SOLUTIONS, LLC	483.91	512277	483.91**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	400.00	512291	400.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,220.27	512198	2,220.27**
DISTRICT CRT RECORDS TECH			

NAME	AMOUNT	CHECK NO.	TOTAL
PRECISION MICROPRODUCTS OF AMERICA	2,250.00	512279	2,250.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	958.78	512128	
AT&T	124.70	512158	
VERIZON WIRELESS	21.53	512173	
VERIZON WIRELESS	151.96	512174	
GALLS LLC	203.98	512232	1,460.95**
SHERIFF - COMMISSARY			
WALMART CAPITAL ONE	39.88	512272	39.88**
			6,418,095.24***

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
DEPARTMENT OF INFORMATION RESOURCES	.02	512382	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	99.02**
ROAD & BRIDGE PCT.#2			
M&D SUPPLY	51.99	512353	
ACE IMAGEWEAR	39.84	512365	
SMART'S TRUCK & TRAILER, INC.	775.17	512367	
BUMPER TO BUMPER	236.88	512407	
NEW WAVE WELDING TECHNOLOGY	12.40	512413	
ARROW-MAGNOLIA INTERNATIONAL INC	437.35	512418	
CY-FAIR TIRE	58.45	512457	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
CHARTER COMMUNICATIONS	166.68	512480	1,877.76**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	197.45	512328	
BEAUMONT TRACTOR COMPANY	588.75	512330	
CITY OF PORT ARTHUR - WATER DEPT.	62.65	512334	
FARM & HOME SUPPLY	4.80	512342	
ENTERGY	219.56	512346	
ENTERGY	15.29	512347	
PHILPOTT MOTORS, INC.	255.28	512356	
S.E. TEXAS BUILDING SERVICE	65.00	512369	
LOWE'S HOME CENTERS, INC.	94.90	512400	
ALL SERV INDUSTRIAL LLC	839.80	512417	
ON TIME TIRE	368.75	512431	
CHARTER COMMUNICATIONS	155.22	512472	
ODP BUSINESS SOLUTIONS, LLC	54.71	512481	
MUNRO'S UNIFORM SERVICES, LLC	23.95	512482	
FARM & HOME SUPPLY	67.95	512494	3,014.06**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	5,202.95	512324	
AUDILET TRACTOR SALES	1,324.00	512328	
CASH ADVANCE ACCOUNT	609.25	512348	
M&D SUPPLY	50.49	512353	
RITTER @ HOME	154.90	512362	
SANITARY SUPPLY, INC.	620.76	512363	
SMART'S TRUCK & TRAILER, INC.	46.00	512367	
ON TIME TIRE	415.00	512431	
REXEL USA INC	366.53	512448	
O'REILLY AUTO PARTS	209.85	512452	
TRUX SERVICE BODY & RIGGING LLC	1,964.00	512459	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
MUNRO'S UNIFORM SERVICES, LLC	73.84	512482	11,136.57**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	512464	275.00**
PARKS & RECREATION			
ENTERGY	602.08	512346	602.08**
GENERAL FUND			
TAX OFFICE			
TERRY WUENSCHER	725.65	512378	
DEPARTMENT OF INFORMATION RESOURCES	.07	512382	
UNITED STATES POSTAL SERVICE	907.52	512396	
MICHELLE FARNIE	796.70	512437	
NEMO-Q	310.00	512439	
KATHLEEN SPENCER	193.00	512445	
J D POWER	1,380.00	512461	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	512464	
ODP BUSINESS SOLUTIONS, LLC	442.18	512481	
ROCHESTER ARMORED CAR CO INC	378.40	512502	5,529.52*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.61	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	100.61*
AUDITOR'S OFFICE			
CDW COMPUTER CENTERS, INC.	243.19	512380	
UNITED STATES POSTAL SERVICE	11.07	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	512464	
ODP BUSINESS SOLUTIONS, LLC	183.38	512481	648.64*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	380.24	512396	
SIERRA SPRING WATER CO. - BT	83.98	512398	
THOMSON REUTERS-WEST	85.00	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	512464	
ODP BUSINESS SOLUTIONS, LLC	55.96	512481	1,014.18*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	500.00	512326	
BEAUMONT ENTERPRISE	125.88	512340	
UNITED STATES POSTAL SERVICE	3.81	512396	
ROCKY LAWDERMILK	1,350.00	512401	
GRACE NICHOLS	450.00	512416	
HARVEY L WARREN III	900.00	512426	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	3,428.69*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.07	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	100.07*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	193.34	512396	193.34*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	114.53	512508	
BOSWORTH PAPERS	559.86	512509	
FIRST CITIZENS BANK	499.00	512514	1,173.39*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	961.00	512339	
PORT ARTHUR NEWS, INC.	524.60	512357	
REGION V EDUCATION SERVICE CENTER	300.00	512360	
UNITED STATES POSTAL SERVICE	15.34	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	1,899.94*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	50.00	512348	
SPINDLETOP MHMR	36,400.25	512352	
MILLIMAN	5,800.00	512414	
LJA ENGINEERING INC	968.25	512432	
CHARTER COMMUNICATIONS	2,442.76	512470	
CHARTER COMMUNICATIONS	646.35	512473	
CHARTER COMMUNICATIONS	232.00	512474	46,539.61*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	96,270.61	512380	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
CDW COMPUTER CENTERS, INC.	626.64	512500	
STEEPMEADOW SOLUTIONS, LLC	6,311.00	512510	103,307.25*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	307.23	512396	307.23*
ELECTIONS DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.09	512382	
SIERRA SPRING WATER CO. - BT	35.47	512398	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
JOHN ADAMS	633.39	512490	
PAMELA VICKERS	554.79	512491	
JACKSON ADAMS	762.42	512492	
DANNY MILLER	512.87	512493	
			2,598.03*
DISTRICT ATTORNEY			
CASH ADVANCE ACCOUNT	48.44	512348	
UNITED STATES POSTAL SERVICE	363.05	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	512464	
			919.49*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	155.78	512350	
UNITED STATES POSTAL SERVICE	254.62	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
ODP BUSINESS SOLUTIONS, LLC	123.45	512481	
			632.85*
CRIMINAL DISTRICT COURT			
MARSHA NORMAND	8,750.00	512354	
NATHAN REYNOLDS, JR.	600.00	512361	
LANGSTON ADAMS	8,750.00	512403	
LAURIE PEROZZO	900.00	512422	
RYAN GERTZ	2,130.00	512423	
JASON ROBERT NICKS	4,375.00	512424	
WILLIAM MARCUS WILKERSON	800.00	512435	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	512464	
B. E. FRANKLIN LAW FIRM, PLLC	900.00	512484	
			27,403.00*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	176.00	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
			275.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
			99.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.54	512396	
LEXIS-NEXIS	191.00	512397	
			191.54*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
			99.00*
252ND DISTRICT COURT			
TODD W LEBLANC	900.00	512323	
DELL MARKETING L.P.	1,467.60	512337	
EDWARD B. GRIPON, M.D., P.A.	3,180.00	512344	
MIKE VAN ZANDT	8,750.00	512374	
LAURIE PEROZZO	8,883.50	512422	
JASON ROBERT NICKS	4,375.00	512424	
ALLEN PARKER	8,750.00	512425	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
ODP BUSINESS SOLUTIONS, LLC	324.99	512481	
AMAZON CAPITAL SERVICES	165.00	512485	
ODP BUSINESS SOLUTIONS, LLC	51.85	512511	
			36,946.94*
279TH DISTRICT COURT			
ANITA F. PROVO	877.50	512359	
NATHAN REYNOLDS, JR.	880.00	512361	
GERMER PLLC	319.00	512381	
TONYA CONNELL TOUPS	110.00	512412	
REAUD MORGAN & QUINN LLP	440.00	512415	
BRITTANIE HOLMES	440.00	512434	

NAME	AMOUNT	CHECK NO.	TOTAL
THOMSON REUTERS-WEST	60.00	512438	
WILLIAM FORD DISHMAN	550.00	512440	
LINDSEY SCOTT	330.00	512446	
JULLIANA REYES	209.00	512450	
SHELANDER LAW OFFICE	770.00	512468	4,985.50*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	325.00	512332	
CASH ADVANCE ACCOUNT	1,374.69	512348	
KEVIN PAULA SEKALY PC	510.00	512364	
TONYA CONNELL TOUPS	1,050.00	512412	
ALLEN PARKER	220.00	512425	
BRITTANIE HOLMES	110.00	512434	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	3,688.69*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	157.34	512396	
THOMSON REUTERS-WEST	133.38	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	389.72*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	23.45	512396	23.45*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	315.00	512371	315.00*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	260.00	512370	
UNITED STATES POSTAL SERVICE	28.27	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
AMAZON CAPITAL SERVICES	35.64	512485	422.91*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.08	512382	.08*
JUSTICE OF PEACE PCT. 8			
THOMSON REUTERS-WEST	232.00	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	331.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	5.70	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	104.70*
COUNTY COURT AT LAW NO. 2			
UNITED STATES POSTAL SERVICE	1.17	512396	
JOEL WEBB VAZQUEZ	700.00	512405	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
ODP BUSINESS SOLUTIONS, LLC	838.31	512481	1,638.48*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	400.00	512323	
DONALD BOUDREAUX	300.00	512331	
A. MARK FAGGARD	250.00	512341	
NATHAN REYNOLDS, JR.	950.00	512361	
UNITED STATES POSTAL SERVICE	.54	512396	
SIERRA SPRING WATER CO. - BT	36.98	512399	
JOEL WEBB VAZQUEZ	750.00	512405	
MATUSKA LAW FIRM	250.00	512443	
JARED GILTHORPE	250.00	512444	
LINDSEY SCOTT	250.00	512446	
THE SAMUEL FIRM, PLLC	250.00	512456	3,687.52*
COURT MASTER			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.26	512396	
LAWRENCE E THORNE III	3,448.39	512428	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	3,548.65*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	3.76	512396	3.76*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	512464	396.00*
SHERIFF'S DEPARTMENT			
DELL MARKETING L.P.	1,420.32	512337	
JOHNSEN'S WHOLESALE FLORIST, INC.	69.90	512349	
DEPARTMENT OF INFORMATION RESOURCES	537.28	512382	
UNITED STATES POSTAL SERVICE	1,228.51	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	512464	3,751.01*
CRIME LABORATORY			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	99.00*
JAIL - NO. 2			
AAA LOCK & SAFE	128.85	512320	
MARK'S PLUMBING PARTS	38.50	512321	
BOB BARKER CO., INC.	1,943.20	512329	
CITY OF BEAUMONT - WATER DEPT.	32,534.74	512333	
GULF COAST SCREW & SUPPLY	46.40	512345	
DEPARTMENT OF INFORMATION RESOURCES	.97	512382	
S&S SPRINKLER CO, L.L.C.	2,200.00	512406	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,289.61	512433	
CONSTELLATION NEWENERGY - GAS DIVIS	1,726.12	512436	
BOUDREAUX'S TRUCK & TRAILER REPAIR	339.30	512447	
MOORE-ALL TEX SUPPLY	3,811.37	512449	
LASALLE CORRECTIONS VI LLC	61,725.00	512453	
CLEAR HANDBAGS & MORE	961.29	512455	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	512464	
ODP BUSINESS SOLUTIONS, LLC	255.98	512481	
M&D SUPPLY	473.26	512496	
WORTH HYDROCHEM OF THE GULF COAST	390.00	512498	
THOMSON REUTERS-WEST	3,859.35	512503	
GALLS LLC	2,280.95	512505	
TRINITY SERVICES GROUP INC	95,136.97	512506	210,959.86*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	17.81	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	512464	314.81*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	6,023.08	512333	
SHERWIN-WILLIAMS	555.42	512366	
SHERWIN-WILLIAMS	168.25	512419	
INDUSTRIAL & COMMERCIAL MECHANICAL	993.14	512433	
LA COSTA DENTAL OF PORT ARTHUR PA	70.00	512451	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
SOUTHWEST BUILDING SYSTEMS	219.88	512497	8,128.77*
CONSTABLE PCT 1			
SOLAR SPECIALTIES	160.00	512368	
UNITED STATES POSTAL SERVICE	37.78	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	296.78*
CONSTABLE-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	13.59	512481	13.59*
CONSTABLE-PCT 4			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.07	512382	.07*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	10.74	512396	10.74*
CONSTABLE PCT. 8			
THOMSON REUTERS-WEST	272.00	512438	
COTTON CARGO	264.00	512458	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	635.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	512464	211.00*
HEALTH AND WELFARE NO. 1			
PETTY CASH - N C WELFARE	120.00	512355	
CLAYBAR HAVEN OF REST	1,525.00	512394	
UNITED STATES POSTAL SERVICE	89.57	512396	
TEXAS CONFERENCE OF URBAN COUNTIES	220.00	512402	
THOMSON REUTERS-WEST	157.18	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	512464	
EZEA D EDE MD	4,378.79	512465	6,688.54*
HEALTH AND WELFARE NO. 2			
CLAYBAR HAVEN OF REST	1,525.00	512394	
TEXAS CONFERENCE OF URBAN COUNTIES	220.00	512402	
THOMSON REUTERS-WEST	157.18	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	512464	
EZEA D EDE MD	4,378.79	512465	6,478.97*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	512467	1,000.00*
ENVIRONMENTAL CONTROL			
POSTMASTER	396.00	512358	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
ODP BUSINESS SOLUTIONS, LLC	87.90	512481	582.90*
MAINTENANCE-BEAUMONT			
W.W. GRAINGER, INC.	219.50	512343	
ENTERGY	30,372.02	512346	
ACE IMAGEWEAR	264.04	512365	
AT&T	99.80	512372	
DEPARTMENT OF INFORMATION RESOURCES	534.48	512382	
UNITED STATES POSTAL SERVICE	1.83	512396	
AT&T GLOBAL SERVICES	725.75	512404	
AI FILTER SERVICE COMPANY	732.70	512430	
AT&T CORP	5,615.63	512466	
CHARTER COMMUNICATIONS	196.42	512478	
W.W. GRAINGER, INC.	314.88	512495	
M&D SUPPLY	23.31	512496	
OTIS ELEVATOR COMPANY	2,808.46	512501	
SOUTHWESTERN PAINT&WALLPAPER CO INC	74.97	512513	41,983.79*
MAINTENANCE-PORT ARTHUR			
JOHNSTONE SUPPLY	131.28	512325	
COBURN SUPPLY COMPANY INC	156.55	512335	
ALL-PHASE ELECTRIC SUPPLY	14.04	512336	
DEPARTMENT OF INFORMATION RESOURCES	4.08	512382	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
CHARTER COMMUNICATIONS	481.17	512477	
PARKER'S BUILDING SUPPLY	34.57	512483	
AMAZON CAPITAL SERVICES	108.39	512485	
ODP BUSINESS SOLUTIONS, LLC	2,079.49	512511	
AMAZON CAPITAL SERVICES	535.93	512512	3,644.50*
MAINTENANCE-MID COUNTY			

NAME	AMOUNT	CHECK NO.	TOTAL
RITTER @ HOME	227.40	512362	
ACE IMAGEWEAR	79.08	512365	
RUTTY & MORRIS LLC	14,675.00	512409	
ATTABOY TERMITE & PEST CONTROL	61.62	512421	
SERVICE CENTER			15,043.10*
JEFFERSON CTY. TAX OFFICE	7.50	512384	
JEFFERSON CTY. TAX OFFICE	7.50	512385	
JEFFERSON CTY. TAX OFFICE	7.50	512386	
JEFFERSON CTY. TAX OFFICE	7.50	512387	
JEFFERSON CTY. TAX OFFICE	7.50	512388	
JEFFERSON CTY. TAX OFFICE	7.50	512389	
JEFFERSON CTY. TAX OFFICE	7.50	512390	
JEFFERSON CTY. TAX OFFICE	7.50	512391	
JEFFERSON CTY. TAX OFFICE	7.50	512392	
JEFFERSON CTY. TAX OFFICE	7.50	512393	
VETERANS SERVICE			75.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
MOSQUITO CONTROL FUND			99.00*
DEPARTMENT OF INFORMATION RESOURCES	.08	512382	
J.C. FAMILY TREATMENT			.08**
MARY BEVIL	20.00	512460	
SECURITY FEE FUND			20.00**
AMAZON CAPITAL SERVICES	198.99	512512	
LAW LIBRARY FUND			198.99**
THOMSON REUTERS-WEST	3,147.77	512438	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
EMPG GRANT			3,246.77**
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	512464	
CHARTER COMMUNICATIONS	122.62	512476	
JUVENILE PROB & DET. FUND			397.62**
HAYS COUNTY	9,300.00	512375	
GRANT A STATE AID			9,300.00**
YOUTH ADVOCATE PROGRAMS INC	3,578.75	512411	
COMMUNITY SUPERVISION FND			3,578.75**
DEPARTMENT OF INFORMATION RESOURCES	25.83	512382	
UNITED STATES POSTAL SERVICE	61.28	512396	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
CHARTER COMMUNICATIONS	184.58	512475	
COMMUNITY CORRECTIONS PRG			370.69**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
DRUG DIVERSION PROGRAM			99.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
SHERIFF'S TRAINING GRANT			99.00**
EAN SERVICES LLC	989.00	512504	
COUNTY CLERK - RECORD MGT			989.00**

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON INC	9,043.65	512410	9,043.65**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,242.24	512347	
DEPARTMENT OF INFORMATION RESOURCES	1.03	512382	
AT&T CORP	265.16	512466	
CHARTER COMMUNICATIONS	130.63	512471	
KMI SPORTS CONSTRUCTION	124,611.64	512487	
AMAZON CAPITAL SERVICES	28.89	512512	126,279.59**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	512464	198.00**
CAPITAL PROJECTS FUND			
ACCESS SURVEYORS LLC	7,080.00	512488	7,080.00**
AIRPORT FUND			
AUDILET TRACTOR SALES	29.84	512328	
BEAUMONT TRACTOR COMPANY	43.12	512330	
DYNAMIC POWER SYSTEM, INC.	506.05	512338	
SANITARY SUPPLY, INC.	262.68	512363	
S.E. TEXAS BUILDING SERVICE	4,246.66	512369	
ULINE SHIPPING SUPPLY SPECIALI	372.09	512373	
COASTAL SPRINKLER COMPANY	1,175.00	512377	
SUPERIOR SUPPLY & STEEL	350.00	512383	
LOWE'S HOME CENTERS, INC.	333.85	512400	
INTERSTATE ALL BATTERY CENTER - BMT	227.70	512420	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	532.08	512442	
TITAN AVIATION FUELS	52,760.82	512454	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	512464	
CHARTER COMMUNICATIONS	115.59	512479	
ODP BUSINESS SOLUTIONS, LLC	62.89	512481	
MUNRO'S UNIFORM SERVICES, LLC	63.50	512482	61,180.87**
AIRPORT IMPROVE. GRANTS			
N&T CONSTRUCTION COMPANY, INC.	726,153.06	512322	
THE LABICHE ARCHITECTURAL GROUP	5,799.15	512327	
GARVER LLC	42,116.20	512427	
BRIZO CONSTRUCTION LLC	298,798.34	512486	
ELITE CONTRACTORS AND EQUIPMENT LTD	504,364.50	512489	1,577,231.25**
SETEC FUND			
KOMMERCIAL KITCHENS	22,869.81	512351	
KMI SPORTS CONSTRUCTION	23,921.12	512487	46,790.93**
SHERIFF'S FORFEITURE FUND			
OCARC INC	600.00	512376	
DISH NETWORK	100.42	512408	700.42**
PAYROLL FUND			
JEFFERSON CTY. TREASURER - PAYROLL	125,504.09	512318	
JEFFERSON CTY. TREASURER - PAYROLL	45.08	512319	125,549.17**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	512429	
MASTERWORD SERVICES, INC	2,366.61	512469	2,466.61**
ARPA CORONAVIRUS RECOVERY			
MOTOROLA SOLUTIONS INC	15,250.00	512379	
SILSBEE FORD INC	5,035.55	512441	
KMI SPORTS CONSTRUCTION	124,611.65	512487	
TIDAL BASIN GOVERNMENT CONSULTING	13,181.25	512507	158,078.45**
MARINE DIVISION			

NAME	AMOUNT	CHECK NO.	TOTAL
MOTOROLA SOLUTIONS INC	1,800.00	512499	1,800.00**
SHERIFF - COMMISSARY			
AMAZON CAPITAL SERVICES	1,185.25	512485	1,185.25**
			2,705,847.79***



LAMAR UNIVERSITY
MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

*For
11/14
email*

**AGREEMENT
BETWEEN
JEFFERSON COUNTY COMMISSIONERS COURT
AND
LAMAR UNIVERSITY
(ON BEHALF OF THE LAMAR UNIVERSITY MEDIA ALLIANCE)**

PURPOSE OF THIS AGREEMENT:

The purpose of this Agreement is to define the responsibilities of Lamar University by and through its Lamar University Media Alliance ("LUMA"), and Jefferson County Commissioners Court (JCCC), as it pertains to the SETCAST program and summarizes the understandings of both parties in relation to the video production services provided for the JCCC's meetings.

CONTRACT TERM: This Agreement is for services provided from September 1, 2023 to August 31, 2024, unless terminated by either party giving thirty (30) days written notice to the other.

DUTIES OF JCCC:

- a) Provide LUMA with a schedule and agenda for all regular meetings of JCCC, and
- b) Provide location in the meeting room for the camera operator to setup the equipment needed to tape the meetings, and
- c) Provide an audio outlet for the camera operator to plug into the meeting room sound system.

DUTIES OF LUMA:

- a) Provide video production services of each scheduled regular or special meetings of JCCC, and
- b) Provide any postproduction work needed to broadcast the videotapes/DVD's, and
- c) Provide the delivery of the of the videotapes/DVD's to proper site for their broadcast, and
- d) Supply all equipment and supplies needed to produce videotapes of the meetings, and
- e) Provide copies of all JCCC meetings.

COMPENSATION TO LUMA:

- a) JCCC agrees to pay Twelve Thousand Eight Hundred Seventy-Three Dollars and Ninety-Seven Cents (\$12,873.97) to Lamar University for services outlined above, which reflects a three percent increase over the previous fiscal year.
- b) Payment will be made to Lamar University upon delivery of this agreement and invoice.

GENERAL PROVISIONS:

1. **Liability:** To the extent permitted by Texas law, each party agrees to indemnify and hold harmless the other from the negligent acts of its own employees, and agents. Notwithstanding any provision of this contract, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges,



immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this agreement, the terms of this paragraph shall control.

2. **Venue:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas. Any legal action relating to this Agreement shall be brought in Jefferson County, Texas.
3. **Disputes:** If a dispute, or controversy, or claim arises out of or relates to this Agreement, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.
4. **Nondiscrimination:** In their execution of this agreement, the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
5. The parties will comply with all applicable federal, state, and local laws, ordinances and regulations in the performance of this Agreement.
6. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties pertaining to the subject matter herein. The parties may not amend this Agreement except in writing, dated after the date of this agreement and signed by each party's representative. This Agreement will become effective upon signatures by the authorized representatives of Lamar University and JCCC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives below.

For: **LAMAR UNIVERSITY**
By: Cynthia Dean
Cynthia Dean (Nov 15, 2023 16:51 CST)
Name: Cynthia Dean
Title: Director – Contract Services
Date: Nov 15, 2023

For: **Jefferson County CC**
By: [Signature]
Name: ~~Honorable Judge Jeff Branick~~
Title: Jefferson County Judge
Date: November 14, 2023



ATTEST [Signature]
DATE 11/14/2023






Agreement between JCCC and Lamar SETCAST - 23-24

Final Audit Report

2023-11-15

Created:	2023-11-15
By:	SciQuest Integration (Jaggaer@lamar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGADqtEN9zi4rzPwZD3j5nEnIFU-UFqf0

"Agreement between JCCC and Lamar SETCAST - 23-24" History

-  Document created by SciQuest Integration (Jaggaer@lamar.edu)
2023-11-15 - 10:49:52 PM GMT- IP address: 140.158.43.16
-  Document emailed to Cynthia Dean (cadean1@lamar.edu) for signature
2023-11-15 - 10:50:40 PM GMT
-  Email viewed by Cynthia Dean (cadean1@lamar.edu)
2023-11-15 - 10:50:49 PM GMT- IP address: 140.158.43.16
-  Document e-signed by Cynthia Dean (cadean1@lamar.edu)
Signature Date: 2023-11-15 - 10:51:25 PM GMT - Time Source: server- IP address: 140.158.43.16
-  Agreement completed.
2023-11-15 - 10:51:25 PM GMT

Jefferson County
Adult Sexual Assault Response Team

2023 Biennial Report

Submitted to the Jefferson County Commissioners' Court

November 28, 2023

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Executive Summary

Objectives of the SART

The Jefferson County SART's purpose is to enhance services to victims and increase offender accountability.

Main Activities

For this biennium, the SART's main activities involved initial organizing, expanding its membership, creating foundational structures and documents, and beginning to work on collaboratively addressing identified issues.

Initial suggestions for improving effectiveness

The team decided that it would be more effective if it expanded its membership to include representatives of more agencies. Toward the end of the biennium, therefore, the membership approximately doubled to include more of the law enforcement agencies, a survivor representative, and a few more agencies providing victim services.

The group also has a wider range of stakeholders. The larger group of stakeholders is divided into two sub-groups: one deals primarily with victim services, and the other deals primarily with offender accountability, though some agencies have overlap into both areas.

Challenges

It became apparent, in initial data collection, that there are, unsurprisingly, differences in how agencies within the SART name and track the same information. Some types of information that the SART will want to be able to track, agencies are not set up to collect in ways that are easy to filter. Data collection and synthesis is likely to be a long-term challenge in addressing goals of being able to examine trends. To examine those trends over time, all the agencies reporting data will need to begin collecting the same types of data in similar enough ways that it can be consistently tracked through the process. We will endeavor to develop a unified data collection method to be more efficient.

One challenge identified by the offender accountability group relates to tracking of sex offenders; some representatives of law enforcement agencies identified this as a challenge in that, the current system largely relies on the sex offenders themselves to follow the law related to registering themselves when they move into the community and to follow the restrictions they are required to observe.

Another challenge identified as problematic on the victim services end is the practice of live-streaming sexual assault cases. Although the practice of streaming cases where the victim is a child have stopped, it appears that cases where the victim is an adult are still being streamed online. Various victim services representatives and survivors on the SART noted that victims might reasonably be more hesitant to testify – or choose not to pursue their case – knowing that details of their assault, including their testimony, could be viewed by anyone on the internet rather than only the people present in the courtroom. Members of the team will advocate for solutions to this issue, to protect victims and ensure that only those with authority to view the testimony be given access to do so.

Accomplishments

The SART was organized, created by-laws and a protocol document, held beneficial cross-agency training events, and submitted its first biennial report in a timely manner.

The group identified issues to work together on in both offender accountability and victim services and is taking steps to begin those projects. One item identified by the offender accountability group is to look more deeply into how sex offenders are tracked and monitored through probation, parole, and afterwards. One item identified by the victim services group is to collaborate on a packet of information provided to victims at whatever point they enter the process – and to make that packet available in both physical and digital forms, so that there will be consistency in the information provided and it can be provided in whatever form is easier for the victim to access.

SART Overview

Members

- Tracie Middleton, Rape & Suicide Crisis Center of Southeast Texas (President)
- Garrett Craver, Baptist Hospital
- Misty Craver, Jefferson County Victims Assistance
- Brenda Garison, Child Abuse and Forensic Services
- Cpt. Trish Molfino, Jefferson County Sheriff's Office
- Lt. Lance Tiner, Beaumont Police Department
- Sarah Staub, Jefferson County District Attorney's Office
- Fred Jackson, Jefferson County Commissioner's Court (non-voting)
- Kaylan Arendale, Southeast Texas Regional Planning Commission (non-voting)

Added in October, 2023:

- Patti Adams – Scars of the Past
- Deborah Tomov – Family Services of Southeast Texas
- Cordella Lyon – Baptist Hospital
- Det. Mark Goodwin – Port Neches PD
- Sgt. John Hudson – Groves PD
- Det. Cody Perkins – Nederland PD
- Monica Ryan, Elvira Flores – Lamar University (PD and Title IX office)

Team Structure

The leadership team includes those appointed by the County Commissioners' Court. Officers are elected from this group, including a President, Vice President, and Secretary.

Sub-Groups

- Victim Services
- Offender Accountability

Mission & Values

The purpose of the Jefferson County Adult Sexual Assault Response Team, responding as the adult Sexual Assault Response Team (SART) as directed by Senate Bill 476 of the 87th Texas Regular Legislative Session for Jefferson County is to improve collaboration among all agencies working with adult survivors of sexual assault and coordinate efforts to fulfill the obligations of SB 476.

Jefferson County SART will adopt the values of respect, honesty, victim-centered decision making, and collaboration to accomplish the SART's purpose.

The Jefferson County SART's purpose is to enhance services to victims and increase offender accountability.

Jefferson County Adult Sexual Assault Response Team By-laws

ARTICLE I. NAME AND MISSION

Section 1. Name

Jefferson County Adult Sexual Assault Response Team.

Section 2. Mission & Values

The purpose of the Jefferson County Adult Sexual Assault Response Team, responding as the adult Sexual Assault Response Team (SART) as directed by Senate Bill 476 of the 87th Texas Regular Legislative Session for Jefferson County is to improve collaboration among all agencies working with adult survivors of sexual assault and coordinate efforts to fulfill the obligations of SB 476.

Jefferson County SART will adopt the values of respect, honesty, victim-centered decision making, and collaboration to accomplish the SART's purpose.

The Jefferson County SART's purpose is to enhance services to victims and increase offender accountability.

ARTICLE II. MEMBERSHIP

Section 1. Members & Counties

As appointed by Jefferson County Commissioner's Court, the regular members of the SART shall be composed of; *(Name and list organizations/agencies/individuals below)*

- (1) the chief administrator, or the chief administrator's designee, of a sexual assault program that provides services for the county;
- (2) a prosecutor with jurisdiction in the county over cases involving sexual assault committed against adults;
- (3) the chief, or the chief's designee, of the municipal police department with the largest population in the county, provided a municipality in the county has a municipal police department;
- (4) the sheriff or the sheriff's designee;
- (5) either:
 - (A) a sexual assault nurse examiner or forensic examiner from a facility that conducts sexual assault forensic exams for the county; or
 - (B) a representative from the largest health care provider operating in the county if the county does not have a professional described by Paragraph (A); a behavioral health services provider operating in the county or, if the county does not have a behavioral health services provider, a representative from the county health department; and
- (6) other persons the presiding officer of the response team considers necessary for the operation of the response team or as recommended by the response team.¹

Section 2. Resignations, Termination and Absences

Resignation from the SART by an individual shall be in writing and received by the Presiding Officer.

SART members are required to attend meetings but may be excused from attendance upon notification to the Presiding Officer prior to the scheduled meeting and by sending a designee to attend on their behalf.²

SART members may be removed from the team following more than 3 unexcused absences.

¹ Texas Local Government Code 351.252

² Texas Local Government Code 351.254 (b)(c)

Section 3. Vacancies

Vacancies occurring within the team’s required members shall be communicated by the Presiding Officer to the County Commissioner’s Court within **30** days of receiving notice.

Section 4. Attendance by Non-members

Additional individuals or agencies who are not regular members may be permitted to attend any open SART meetings.³

Section 5. Survivor Engagement

Jefferson County SART will endeavor to include survivors in the work of the SART.

ARTICLE III. ELECTED OFFICERS

Section 1. Duties of Officers

The duties of the Presiding Officer include scheduling meetings, setting agendas and facilitating meetings.

The duties of the Vice President will be to preside in the absence of the Presiding Officer.

The duties of the Secretary will be to maintain all records required by law and at the direction of the SART.

Section 2. Terms

All Officers shall be elected to a **two**-year term.

Section 3. Elections

The elections shall be held every **two** years and determined by a **majority** vote of members present, so long as there is a quorum. Any member may nominate or be nominated to be an Officer.

ARTICLE IV. MEETINGS

Section 1. Quorum

A quorum will consist of at least **four** members of the SART. A quorum of members of the SART must be present or have sent a designee in order to conduct any business that requires a vote of the SART.

Section 2. Meetings

Regular meetings of the SART shall be held quarterly and at the call of the Presiding Officer.⁴ Special meetings of the SART may be held at any time upon 72 hours’ written notice to the team.

Section 3. Notice of Meetings

Written notice stating the place, date and hour of any regular meeting of the SART shall be sent out electronically with a minimum notice of **three** days. Agendas shall be sent out electronically in advance at least three days ahead of time by **the Presiding Officer**.

Section 4. Virtual Meetings

Members of the SART or any committee developed by the SART may participate in a meeting by means of conference telephone, virtual platform or similar communications equipment by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this section shall constitute presence at such meetings.

³ Texas Local Government Code 351.258(b)

⁴ Texas Local Government Code 351.254(a)

ARTICLE V. SART PROTOCOL

Section 1. Protocol Development

Per Section 351.256 Texas Local Government Code, the team shall work together to develop an inaugural SART protocol no later than December 1, 2022. Team members shall contribute to protocol development as a requisite of their membership. The protocol shall be reviewed no later than 90 days after each regular legislative session and included in the biennial report.

ARTICLE VI. BIENNIAL REPORT

Section 1. Data Sharing

SART members in law enforcement and/or prosecution responsible for the data described by Local Government Code 351.257(3)(A) shall collect, maintain and share this information for publication in the biennial report. Data shall be used to inform improvement of community response.

Section 2. Biennial Report

SART members are responsible for the biennial report due to the County Commissioners Court every odd numbered year. By accepting membership onto the team, members agree to contribute to the biennial report.

ARTICLE VII. CONFLICT RESOLUTION

Section 1. Process

Members of the SART shall approve and adopt an inaugural framework for a conflict resolution process no later than **March 15, 2023**. Following the initial adoption, a framework for this process shall be reviewed and updated as necessary in conjunction with the SART Protocol.⁵

Section 2. Commitment

Agreement to actively engage in resolving conflict using the team's established process is an expectation of each team member. Effective conflict resolution practices contribute to a higher level of team functioning and success. SART members shall look to their stated mission, values and statutory mandates to prioritize survivor safety and wellbeing in order to address conflicts.

ARTICLE VIII. COMMUNICATION

Section 1. Privacy, Confidentiality & Privilege

As required by SB476, the team shall develop communication processes in order to facilitate the timely exchange of relevant information. In any scenario involving protected victim information, the SART will honor all member and team privacy obligations under Texas law, HIPAA, 42CFR and other state and federal regulations.

ARTICLE IX. AMENDMENTS

Section 1. Amendments

The team shall review the Bylaws every two years. In order to amend the Bylaws, notice of the proposed amendment shall be delivered personally, electronically or by mail to each member of the SART at least two weeks prior to the time of the vote on the proposed amendment. The Bylaws shall be amended only by a majority vote of the Team.

⁵ Texas Local Government Code 351.256 (a)(11)
Jefferson County SART – 2023 Biennial Report

Outline of Activities and Trainings

Meetings

The SART met on these dates over the past biennium:

2022

March 24 (pre-organizing)
 April 12 – Creation by Comm. Court
 May 3
 July 12
 Oct. 27
 Nov. 9
 Nov. 30

2023

March 9
 April 13
 June 22
 July 13
 Sept. 14
 Oct. 12
 Nov. 9

Training

Mandated members of the SART are required to complete **at least four hours** of cross-training related to sexual assault each year.

Various SART members attended the following trainings over the past year:

Year	Topic	Hours	Hosted by
2022	Presentation by Marion Tanner (Garth House)	1	Jefferson County SART
2022	Intro to Grand Jury Process	1	Jefferson County DA's Office
2023	Neurobiology of Trauma	4	Rape & Suicide Crisis Center of SETX and TAASA
2023	Domestic Violence & Sexual Assault Summit	2-day event	Family Services of Southeast Texas, TCFV, and TAASA

Data and Findings

These data below reflect sexual assaults reported to and investigated by law enforcement from January 1, 2021 through the end of September, 2023

Law Enforcement Agencies	# of adult sexual assaults reported	# of adult sexual assault investigations
Jefferson County SO	21	21
Beaumont PD	199	199
Port Arthur PD	NA	52
Nederland PD	13	13
Port Neches PD	7	7
Groves PD	6	6
Lamar University PD	17	17
Totals	263+	315

In Jefferson County, it appears that law enforcement agencies routinely investigate all sexual assaults that are reported.

Sexual assaults reported to Beaumont PD represent about 2/3 of all adult sexual assaults reported in Jefferson County.

Port Arthur was not able to filter reports by the category of adult sexual assault specifically, so they did not provide a number for that question.

District Attorney

These data below represent cases filed with the DA's office between January 1, 2021 through the end of September, 2023. The table above and the table below don't, therefore, represent the same group of cases.

The data related to cases with indictments / no indictments and dispositions past 2021 is incomplete in this first report. There was difficulty extracting the needed information from the county's new Enterprise Justice System. An addendum to this report will be filed when the data is available.

	# of cases presented that did not result in indictments
	# of cases presented that resulted in indictments

Number of cases			Disposition
2021	2022	2023	
6			No-billed
1			Acquitted by jury
1			Deferred filing
4			Dism Conv Felony
2			Dism intr justc
1			Dismissed
1			No contest
2			P/G Judge
1			P/G Lesser offense
1			P/G Misdemeanor
16			Refused by DA
36			Totals

Glossary

Deferred Filing – Sent back to reporting agency

Dism Conv Felony – Dismissed for agreement on another plea

Dism int justc – Dismissed in the interest of justice

No-Billed – Rejected by Grand Jury

No Contest – Plea of no contest

P/G – Plea of Guilty

Compared to the number of sexual assaults reported and investigated, only a small percentage make it to the DA's office. The SART may want to explore contributory factors. Representatives from both the victim services and offender accountability group have theories as to why some cases don't advance; however, it may be valuable to identify the factors more reliably to address them and potentially improve this trend.

Our team recommends tracking data by whole-year sets. Including a partial-year dataset means that it's not comparable. It would make more sense, in our opinion, to track the previous two years' complete data rather than tracking two complete years and one partial year.

Jefferson County Adult SART Protocol

The Jefferson County Adult Sexual Assault Response Team (SART), has adopted the following protocol:

Taking reports / receiving disclosures of sexual assaults

- The initial offense report is taken by a police officer. This can be done by a patrol officer or an investigator.
- The victim of the sexual assault provides the responding officer with the necessary information to complete a detailed offense report. This includes description of the offense and what transpired, victim name, address, telephone number, (whether or not they would like to use a pseudonym). This also includes suspect information (name, address, phone number), description, and possible relationship to the victim. The offense location and the time and date of the offense is also required.
- The responding officer usually contacts an investigator, and a SANE exam is requested. If transportation to the hospital is needed, then the officer can transport the victim to the location of the exam. The SANE exam can be requested by any officer, and not just the investigator. At this time, the officer may ask the victim if they would like a SA advocate to be present. If the officer does not, the SA nurse may also ask.
- Once the initial report is completed, the victim is given a case number of the report. They will then be contacted by an investigator once the case has been assigned.

Investigative Steps for Adult Sexual Assault

- The assigned investigator will contact the victim to set up a date and time for a victim interview. When this interview is set up, the investigator shall ask the victim if they would like a Sexual Assault advocate to be present for the interview. If they have already been assigned one, they will be allowed to accompany the victim. **The advocate will be required to stay silent while the victim is giving their statement to Law Enforcement. **
- Suspect interviews are a goal in every case. However, legal issues dictate whether or not the suspect is willing to speak with police. (Victims are kept in the loop as much as possible. However, they may not be notified about every step of an ongoing investigation, due to events out of the officers control, ie.. victim non-response to phone calls, suspect apprehension in the middle of the night, officer case load).
- The evidence that is gathered, in a sexual assault case, usually depends on the circumstances of the case. Clothing and undergarments are usually taken at the location of the SA exam. Bedding is sometimes taken at the offense location, but this depends on the circumstances. This evidence is then either submitted with the SA exam (undergarments) or submitted to Police Property. Evidence is then submitted to the County Crime Lab or the DPS Crime Lab. The evidence, on a crime scene, is usually gathered by trained I.D. Technicians.
- If the victim wishes to speak to an advocate, they can be given the info to do so. The advocates can then give them any type of literature that the victim requests.
- The evidence from the SA exam is picked up by LE and then submitted to police property. The evidence is then submitted to the lab, by the investigator that the case is assigned to.
- Investigators read the lab reports and forensic exam reports. If there are any questions about the evidence, it is incumbent on the investigator to contact the SA nurse that performed the exam or for them to contact the DPS lab, that tests for DNA.

Prosecution and charging

- All new cases should go through the District Attorney's Office Intake Division.
- The Intake Division will look at all cases for legal sufficiency, including witness statements, police reports,

- medical records, DNA, and any other available evidence.
- If there are any issues the Intake Division will contact the lead detective to provide more information.
- All cases that are legally sufficient shall be sent to grand jury.
- Upon indictment, Trial Division shall send out a victim letter.
 - The letter will include information about who the assigned prosecutor is, and how to get in contact with that prosecutor.
 - The letter should also contain any relevant information as required by Tex. Code of criminal procedure 56A, Subchapter J.
 - The letter will also include information about restitution, if there is any.
- Once the prosecutor has the case they shall review it.
- The prosecutor should try to keep the victim apprised of any changes in the case.
 - Responds to inquiries by the victim as soon as possible.
- The prosecutor should talk to the victim about any possible plea offers.
- The prosecutor shall get a victim impact statement if the victim wishes to give one.
- Prosecutor will pursue further charges against defendants who harass, threaten or otherwise attempt to intimidate or retaliate against victims or witnesses.
- The prosecutor should meet with the victim prior to trial.
- The prosecutor should meet with officers, investigators, and any other necessary witness before trial.
- Arranges for interpreting services for victims and witnesses when necessary to assist a victim to understand questions and frame answers.
- Office will provide reasonable transportation and accommodation costs for the victim.
- Refers the victim to Victim/Witness services for information regarding violent crime compensation from the state.

Interagency info sharing

Sexual assault programs are now subject to privilege on all written or oral communications with a survivor. This is a Texas law that means they cannot share any information about a victim outside of the agency without specific written consent from that survivor. Additionally, any agency receiving funds from VOCA (Victims of Crime Act), VAWA (Violence Against Women Act) or FVPSA (Family Violence Prevention and Services Act) will have confidentiality restrictions and be forbidden from the blanket use of consent forms.

Before the team can discuss any specific survivor, the survivor must have given written consent. Any discussion of a specific survivor must remain confidential in the team. No outside participant should be involved in the discussion, unless approved by the survivor.

Location / accessibility of sexual assault forensic examinations and Availability/access to medical care

Two facilities in Jefferson County equipped to provide SAFE exams:

- Child Abuse and Forensic Services, Inc. (Designated SAFE Ready facility)
810 Hospital Dr., Suite 190
Beaumont, Tx (Facility next to Baptist Hospital)
Victims presented to Baptist Hospital of Southeast Texas will be referred to Child Abuse and Forensic Services, Inc.
- Christus St. Elizabeth Hospital ER. (Designated SAFE Ready facility)
2830 Calder Ave.
Beaumont, Tx

The Forensic Nurse Examiner will perform a medical assessment/SAFE that includes:

- Medical facility will notify Rape and Suicide Crisis according to agency protocol.
- Medical history, including, but not limited to past medical history, medications, allergies and history of presenting complaints

- Psycho-social evaluation including query of substance use/abuse, and suicidal or homicidal thoughts
- Detailed head to toe assessment with photo-documentation as indicated
- Detailed anal-genital assessment with photo-documentation
- Laboratory testing, including, but not limited to, STI testing, pregnancy testing, and drug screen as indicated
- Collection of forensic evidence if the patient presents within 120 hours of the last sexual contact.
- Administration of appropriate medications to treat or prevent STIs and/or pregnancy
- Referrals as indicated.

Services are provided in compliance with Ch. 323 of Health & Safety Code.

CVC application – assistance is provided to complete a CVC application, by staff of the SAFE exam facility or by a sexual assault program advocate.

Access to sexual assault program advocates

In Jefferson County, there are currently two organizations providing sexual assault program advocacy:

- The Rape & Suicide Crisis Center of Southeast Texas, and
- Family Services of Southeast Texas

When a survivor of sexual assault goes to either of the two locations where sexual assault forensic exams are offered in the county (Child Abuse and Forensic Services, Inc. and Christus St. Elizabeth Hospital), staff will offer to the survivor the option to have a sexual assault program advocate present for the exam, and as appropriate, they will contact one of the two sexual assault programs to request an advocate's presence, and an advocate will respond.

When a law enforcement investigator in Jefferson County schedules an investigative interview with a survivor of sexual assault, the investigator will offer the survivor the option to have a sexual assault program advocate present for the interview and, as appropriate, will contact one of the two sexual assault programs to request an advocate's presence, and an advocate will respond. An investigative interview, as described in "Investigative Steps..." section above, is usually at a later time than the initial intake interview; it is uncommon for an advocate to be present for an initial intake interview.

Availability / access to mental & behavioral health services

- Jefferson County's LMHA is the Spindletop Center, which has three Jefferson County locations: north Beaumont, south Beaumont, and Port Arthur. The Spindletop Center also coordinates with several local agencies as community partners.
- Many local private counselors accept insurance or Medicaid. Additionally, several providers, including some based regionally or nationally, offer virtual appointments. The Samaritan Counseling Center and Family Services of Southeast Texas offer sliding scale payments. The Rape and Suicide Crisis Center of Southeast Texas and Jefferson County Victims Assistance offer free resource for survivors to receive support.
- Patients in a behavioral health crisis after an assault should be referred to Baptist Behavioral Health or Medical Center of Southeast Texas Behavioral Health.

Law enforcement notifications to survivors re: case status

The LE investigator will complete the case and file it with the District Attorney's Office. Once the case is filed, the victim can contact their investigator to check the status of the case. Once the case is submitted to the DA's office, the officer has no knowledge of the current status of the case until they get a court date notification.

Assessment of community trends

The team should do an assessment of community trends (each year or every 2 years). Possible community trends that the team should look for are:

- Increase reports of sexual assault to the criminal justice system by X% each year over X years.
- File charges on X% of reported sexual assault cases.
- How quickly cases are being disposed of in the criminal justice system.
- Utilize a SANE in X% of cases where there is a medical forensic response.
- The number of SANEs increased by X% each year over X years.
- Percent of cases where sexual assault was drug-facilitated.

Assessment of community trends is a way for the team to measure the progress of the group. It will also identify effective strategies by providing a standard by which responses can be measured.

Evaluation

The Jefferson County SART will conduct a sexual assault case review once annually to evaluate interagency protocols and identify gaps in response. Any member of the SART can put forward a recommended case for review, at least 3 months in advance of the case review meeting, to the larger team after consulting with the victim on that case. Once a case is agreed upon, respective agencies will have the interim period to obtain their own needed consents in order to share information. The meeting will be closed to anyone outside the core responding agencies. The presiding officer is responsible for ensuring that the team consent form is completed in compliance with the law at the start of the case review meetings.

Training

The Jefferson County SART will schedule at least 4 hours of annual cross-agency training on the dynamics of sexual assault for response team members participating in the quarterly meetings as described in Sec. 351.254(c).

Conflict and Confidentiality

The members of the Jefferson County Adult SART will each follow the confidentiality guidelines to which they are subject and seek to respect each other's requirements in the work we do collectively.

The Jefferson County Adult SART will create and adopt a written procedure for resolving conflicts, and its members will use the process when conflicts arise.

Evaluation of Protocols: Case Review

The Jefferson County Adult SART has not yet created its case review process, so a case review was not completed in this biennium. The creation of the case review process is a priority for the coming biennium.

Conclusion

The Jefferson County Adult SART was successfully established in April of 2021, and has made progress in organizing itself for the work of improving offender accountability and services to adult victims of sexual assault. The team created by-laws and protocols, expanded its membership, and organized into two sub-groups to identify issues to work on collaboratively.

The law enforcement agencies and DA's office collected and shared data on sexual assaults where the victim is an adult and identified some challenges in their current tracking systems. For example, some agencies needed manually go through their records of sexual assault cases to determine which cases involved an adult victim, and one agency did not have the ability to separate out sexual assault cases *reported* and could only produce a number of sexual assault cases *investigated*.

As the SART continues its work, trends will become easier to identify, and the group will be able to determine which data is most useful to collect and track.

The two sub-groups identified many issues that could be addressed collaboratively in the context of the SART, and work has begun on a few of those. The victim services group is looking at creating a consistent packet of materials and support resources to provide to victims, regardless of which agency or organization they first encounter. They are also looking into the issue related to live streaming of trials, and the impact this may have on victims' willingness to participate. The offender accountability group is looking into the parole and probation systems and how sex offenders are monitored. They may consider the effects of local ordinances related to this topic.

Overall, the SART has begun its work and will continue building collaboration among agencies and organizations across the county that seek to improve outcomes for survivors of sexual assault, through improvements to victim services and offender accountability.



Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

November 15, 2023

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of October 31, 2023, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.588%. The 90 day Treasury discount rate on October 31, 2023 was 5.33% and the interest on your checking accounts for the month of October was 5.07%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda November 28, 2023, to be received and filed.


Sincerely,

Tim Funchess, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for October, 2023, including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END OCTOBER 31, 2023 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXPT YIELD	MATURITY DATE	CALL DATE	# Days to Maturity	# Days Invested	CUSIP/C D NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
TEXAS CLASS																
TEXAS CLASS		\$0.00	\$0.00		100	0.000%	NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$0.00	\$0.00
CDS and Securities																
FHLB 5.02%	13-Feb-23	\$3,150,000.00	\$3,150,000.00		100	5.020%	13-Feb-25	13-Feb-24	471	3130AU006	NATIONAL ALLIANCE	\$3,123,918.00	\$99.1720	\$34,261.50	\$79,065.00	\$3,158,179.50
FHLB 5.25%	06-Mar-23	\$2,000,000.00	\$2,000,000.00		100	5.250%	06-Mar-26	06-Mar-24	857	3130AVU02	NATIONAL ALLIANCE	\$1,986,400.00	\$99.3200	\$16,041.67	\$52,500.00	\$2,002,441.67
FHMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00		100	5.050%	12-Jul-24	12-Jul-23	255	3133GAG47	NATIONAL ALLIANCE	\$2,990,400.00	\$99.6630	\$7,995.83	\$75,750.00	\$2,998,485.83
FHLB 5.10%	01-Nov-23	\$3,000,000.00	\$3,000,000.00		100	5.100%	01-Feb-24	01-Nov-23	93	3130AT777	NATIONAL ALLIANCE	\$2,996,700.00	\$99.8900	\$76,500.00	\$0.00	\$3,073,200.00
FHLB 6.00%	27-Jul-23	\$1,250,000.00	\$1,250,000.00		100	6.000%	27-Jan-26	27-Oct-23	819	3130AWM00	NATIONAL ALLIANCE	\$1,244,500.00	\$99.5600	\$19,583.33	\$0.00	\$1,264,083.33
FHLB 5.50%	18-Sep-23	\$3,000,000.00	\$3,000,000.00		100	5.500%	18-Sep-25	18-Jun-24	688	3130AX7X8	NATIONAL ALLIANCE	\$2,984,550.00	\$99.4830	\$24,596.67	\$0.00	\$3,009,146.67
FHLB 3.375%	16-Aug-22	\$9,000,000.00	\$9,000,000.00		100	3.375%	16-Feb-24	16-Nov-22	549	3134GXW50	WELLS SECURITIES	\$4,967,460.50	\$99.3492	\$35,156.25	\$168,750.00	\$5,002,616.75
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00		100	3.875%	30-Dec-24	30-Sep-22	426	3130ASGS2	WELLS SECURITIES	\$2,942,644.35	\$98.0881	\$39,072.92	\$16,250.00	\$2,997,967.27
FHLB 3.00%	23-May-22	\$5,000,000.00	\$5,000,000.00		100	3.000%	23-Feb-24	23-Aug-22	115	3130AR7U9	WELLS SECURITIES	\$2,976,116.76	\$99.2039	\$17,000.00	\$112,500.00	\$2,999,316.76
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00		100	4.000%	23-Sep-24	13-Dec-22	318	3134GXT61	WELLS SECURITIES	\$4,930,859.90	\$98.6172	\$26,686.67	\$200,000.00	\$4,957,546.57
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00		100	4.000%	28-Mar-24	28-Oct-22	149	3130AT6U6	WELLS SECURITIES	\$4,988,641.00	\$98.5945	\$16,888.89	\$200,000.00	\$4,986,529.89
FHLB 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00		100	5.080%	25-Oct-24	15-Jan-23	360	3134G4M43	WELLS SECURITIES	\$4,978,600.95	\$99.5720	\$4,233.33	\$251,853.33	\$4,982,834.28
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00		100	5.210%	26-Nov-25	26-May-23	757	3130ATX89	WELLS SECURITIES	\$4,958,467.90	\$98.9694	\$112,189.72	\$127,365.56	\$5,098,027.62
FHLB 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00		100	5.250%	23-May-25	23-May-23	570	3134GY4R0	WELLS SECURITIES	\$4,958,406.05	\$99.1681	\$115,208.33	\$126,145.83	\$5,073,614.38
INVESTMENT ACCTS																
INVESTMENT ACCTS		\$0.00	\$0.00									\$0.00		0.00		\$0.00
CDS and Securities																
CDS and Securities		\$56,970,000.00	\$56,970,000.00			4.588%	5.396%		406	DAYS		\$56,503,574.85		583,406.77	\$1,670,199.72	\$57,086,981.62
TOTALS ALL ACCTS:																
TOTALS ALL ACCTS:		\$56,970,000.00	\$56,970,000.00									\$56,503,574.85		583,406.77	\$1,670,199.72	\$57,086,981.62
PLEDGE COLLATERAL REPORT WELLS FARGO AS OF OCTOBER 31, 2023																
ALL COUNTY FUNDS																
MARKET VALUE OF PLEDGE SECURITIES: \$250,000,000.00																
BALANCE IN ALL ACCOUNTS: \$136,232,971.62																
OVER OR (UNDER) AMOUNT: \$113,767,028.38																
183.51%																
COMPLIANCE STATEMENT																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
 Kim Feneba The Treasurer, Jefferson County Treasurer Investment Officer																
OCTOBER 2023, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C D NUMBER	BROKER DEALER	INTEREST EARNINGS	COUPON	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)	
TEXAS CLASS																
FHMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00	100	5.050%	12-Jul-24	12-Jul-23	457	3135GAG47	NATIONAL ALLIANCE	\$75,750.00	COUPON				
FHLMC 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.080%	25-Oct-24	15-Jan-23	728	3134GX4M3	WELLS SECURITIES	\$127,000.00	COUPON				
CHECKING INTEREST																
POOLED CASH ACCT												\$202,750.00				
OTHER COUNTY ACCTS																
TAX LICENSE ACCT																
TOTAL		\$8,000,000.00	\$8,000,000.00								\$625,734.93			\$625,734.93		

FISCAL YEAR 2023-2024

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER					
DECEMBER					
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$625,734.93		\$0.00	\$625,734.93

Field Note Description: 6.91 Acres

BEING a 60 ft. wide (6.91 acre) strip of land lying in the J. A. VEATCH SURVEY, Abstract No. 55, Jefferson County, Texas, being that same 60 ft. strip shown on the "Map of Suburban Additions to Beaumont -- Texas, including W. I. Blacks 1st Additions to Iowa Colony" (a subdivision of record in Volume 1 on Page 55 of the Map Records of Jefferson County, Texas (MRJCT)) lying south of Blocks 130, 131, 132 (labeled 128 on said map, apparently in error) and 133, said Map of Suburban Additions established what is known as Gladys City Oil, Gas & Manufacturing Company Subdivision with portions thereof being later canceled by Commissioners Court Order of record in Volume 890 on Page 635 & Volume 890 on Page 633 of the Deed Records of Jefferson County, Texas (DRJCT), as reflected on the map recorded in Volume 8 on Pages 144 & 145 (MRJCT), and the subject 60 ft. strip being specifically retained as a public road in said Order, said 60 ft. strip being part of what was formerly known as Texas Avenue and is sometimes now referred to as Highland Road Extension, and is more particularly described by metes and bounds as follows:

Note: All coordinates, bearings, distances, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with a scale factor of 0.99993451 and a convergence angle of the POB of 02°24'01".

BEGINNING at a 1-1/2" disc in concrete (stamped "BMT 02") found in the east right-of-way line of Erie Street (a 60 ft. wide public roadway also retained for public use by said Order), for the southwest corner of Block 133, the southwest corner of a tract of land owned by Gladys City Company (hereinafter "GC Tract 1") according to the Deed recorded in Volume 1668 on Page 243 (DRJCT) (property described in Volume 984 on Page 631, DRJCT), and the northwest corner of the herein described strip, from which a 1-1/4" pipe was found for the common south corner of Blocks 140 & 141 at South 87°04'21" West, 2,518.51 feet, and from said 1-1/4" pipe a 1" pipe was found for the common south corner of Blocks 141 & 142 at South 86°57'05" West, 1,024.61 feet, said POINT OF BEGINNING has a coordinate value of N: 13,950,856.11; E: 3,518,581.25;

THENCE North 87°04'21" East, along the south line of Block 133, the south line of said GC Tract 1 and the north right-of-way line of the herein described strip, a distance of 1,646.05 feet to a capped iron rod ("ACCESS") set for an angle point in the south line of Block 133, the south line of GC Tract 1 and the north right-of-way line of the herein described strip;

THENCE North 59°04'28" East, along the south line of Block 133 & 132, the south line of GC Tract 1, the south line of a 10 acre tract of land owned by Kathleen Marshall Hardin, et al, (current deed not found, but described in Volume 102 on Page 59, DRJCT), passing a 1" pipe at 1,458.27 feet found for the southeast corner of Block 132 and the southeast corner of said 10 acre tract in the west right-of-way line of an 80 ft. road right-of-way line of a road shown on said Map of Suburban Additions, continuing across said 80 ft. road, the south line of Blocks 131 & 130, the south line of a tract formerly owned by J. O. Davis, described in Volume 80 on Page 436 (DRJCT), and south line of a tract owned by Tipton Gollis (PID No. 120316 according to the Appraisal District of Jefferson County, Texas, hereinafter "Gollis Tract 1"), passing a 1/2" rod at 2,962.38 feet (0.15 right of line) found for the southeast corner of said Gollis Tract 1 and the southwest corner of the remainder of a 2,959 acre tract of land described in an instrument to James Kaiser, recorded in Film Code No. 100-01-2372 of the Real Property Records of Jefferson County, Texas, continuing along the south line of Block 130, the south line of said 2,959 acre tract and the north right-of-way line of the herein described strip, for a total distance of 3,357.63 feet to a capped iron rod ("ACCESS") set in the west right-of-way line of West Port Arthur Road (also known as Spur 93), and the south line of said 2,959 acre tract, for the northeast corner of the herein described strip, from which a concrete monument ("TXDOT") found in the west right-of-way line of West Port Arthur Road, for the southeast corner of said remainder of a 2,959 acre tract bears North 59°04'28" East, 29.86 feet, and from said concrete monument another concrete monument ("TXDOT") was found in the west right-of-way line of West Port Arthur Road at North 30°55'22" West, 851.79 feet;

THENCE South 30°55'22" East, along the west right-of-way line of West Port Arthur Road and the east line of the herein described strip, a distance of 60.00 feet to a capped iron rod ("ACCESS") set in the west right-of-way line of West Port Arthur Road, for the apparent northeast corner of a tract of land owned by Tipton Gollis (PID No. 120822 according to the Appraisal District of Jefferson County, Texas, hereinafter "Gollis Tract 2") and the southeast corner of the herein described strip, from which a 2" pipe found for the northeast corner of Manufacturing Square 9 (per plot recorded in Vol. 8 on Pgs. 144 & 145, MRJCT) bears South 30°55'22" East, 18.49 feet;

THENCE South 59°04'28" West, along the north line of Gollis Tract 2, the north line of another tract described in the Deed to Gladys City Company (PID No. 120646 according to the Appraisal District of Jefferson County, Texas, hereinafter "GC Tract 2") and the south right-of-way line of the herein described strip, a distance of 3,372.59 feet to a capped iron rod ("ACCESS") set for an angle point in the north line of GC Tract 2 and the south right-of-way line of the herein described strip;

THENCE South 87°04'21" West, along the north line of GC Tract 2 and the south right-of-way line of the herein described strip, a distance of 1,660.74 feet to a capped iron rod ("ACCESS") set in the north line of GC Tract 2, for the southeast corner of Erie Street right-of-way and the southwest corner of the herein described strip;

THENCE North 03°10'53" West, along the east right-of-way line of Erie Street and the west right-of-way line of the herein described strip, a distance of 60.00 feet to the POINT AND PLACE OF BEGINNING, containing 6.91 acres of land, more or less.

- ☒ = Found Concrete Monument (TXDOT, or as noted)
- = Set Capped Rod ("ACCESS SURVEYORS")
- DRJCT = Deed Records of Jefferson County, Texas
- OPRJCT = Official Public Records of Jefferson County, Texas
- RPRJCT = Real Property Records of Jefferson County, Texas
- MRJCT = Map Records of Jefferson County, Texas
- ADJCT = Appraisal District of Jefferson County, Texas

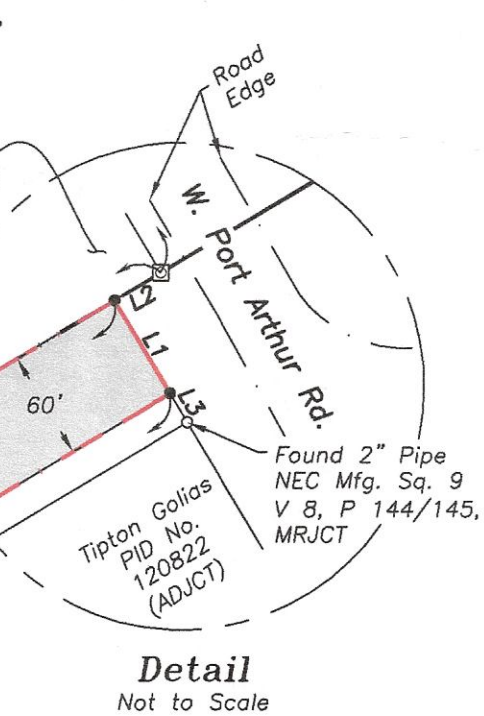
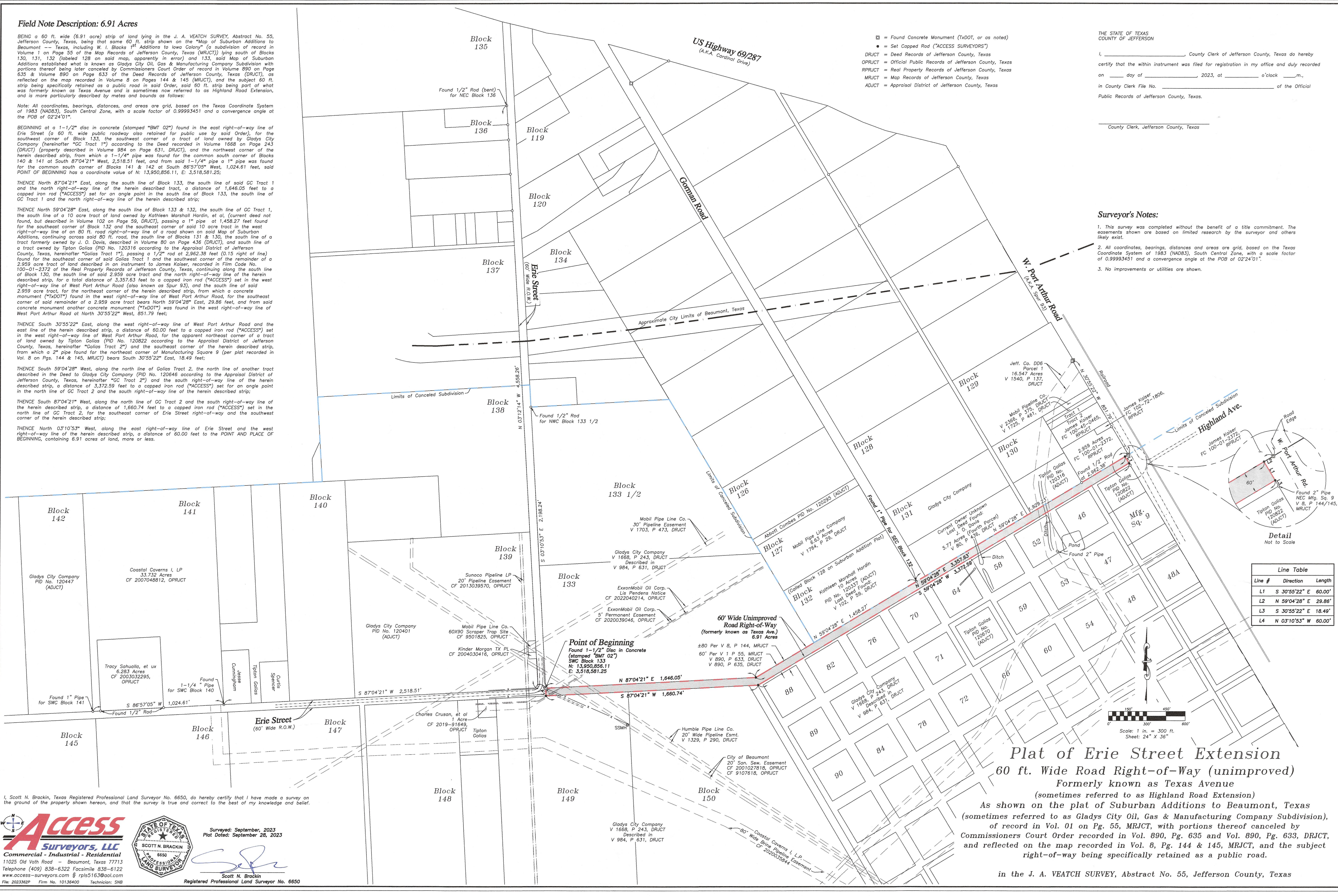
THE STATE OF TEXAS
COUNTY OF JEFFERSON

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 _____ day of _____, 2023, at _____ o'clock _____ m., in County Clerk File No. _____ of the Official Public Records of Jefferson County, Texas.

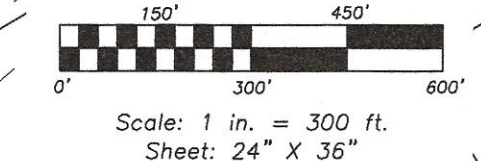
County Clerk, Jefferson County, Texas

Surveyor's Notes:

- This survey was completed without the benefit of a title commitment. The easements shown are based on limited research by the surveyor and others likely exist.
- All coordinates, bearings, distances and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with a scale factor of 0.99993451 and a convergence angle of the POB of 02°24'01".
- No improvements or utilities are shown.



Line #	Direction	Length
L1	S 30°55'22" E	60.00'
L2	N 59°04'28" E	29.86'
L3	S 30°55'22" E	18.49'
L4	N 03°10'53" W	60.00'



Plat of Erie Street Extension
60 ft. Wide Road Right-of-Way (unimproved)
 Formerly known as Texas Avenue
 (sometimes referred to as Highland Road Extension)
 As shown on the plat of Suburban Additions to Beaumont, Texas
 (sometimes referred to as Gladys City Oil, Gas & Manufacturing Company Subdivision),
 of record in Vol. 01 on Pg. 55, MRJCT, with portions thereof canceled by
 Commissioners Court Order recorded in Vol. 890, Pg. 635 and Vol. 890, Pg. 633, DRJCT,
 and reflected on the map recorded in Vol. 8, Pg. 144 & 145, MRJCT, and the subject
 right-of-way being specifically retained as a public road.
 in the J. A. VEATCH SURVEY, Abstract No. 55, Jefferson County, Texas

I, Scott N. Brackin, Texas Registered Professional Land Surveyor No. 6650, do hereby certify that I have made a survey on the ground of the property shown hereon, and that the survey is true and correct to the best of my knowledge and belief.

Access
 Surveyors, LLC
 Commercial - Industrial - Residential
 11025 Old Volh Road - Beaumont, Texas 77713
 Telephone (409) 838-6322 Facsimile 838-6122
 www.access-surveyors.com § rpls15163@aol.com
 File: 2023362P Firm No. 10136400 Technician: SNB

Surveyed: September, 2023
 Plat Dated: September 28, 2023

Scott N. Brackin
 Registered Professional Land Surveyor No. 6650

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

October 27, 2023

Keith Hogan, Senior Right of Way Agent
2245 Texas Dr., Suite 200
Sugarland, Texas 77479

RE: Pipeline Damage Re-Assessment - Revised

In the meeting that took place on October 18, 2023, between myself and ExxonMobil representatives, I agreed to review the ExxonMobil Pipeline Project Damage Assessment Estimates dated October 9, 2023, for **Eric Street and Frint Road** taking into account payment made for the previous project. My Superintendent, Mr. Milton Zachary, has reviewed all damage and provided an updated quote on the cost of a total rebuild for these two roads. Please find the updated quote attached. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Everette 'Bo' Alfred".

Everette "Bo" Alfred

Commissioner Precinct # 4

Erie Street

Total Rebuild of the Back Half of the Road

Total Footage = 2,180' L x 22' W / 4 Tenths

Hours	Equipment / Labor / Material Needed	Cost
6 hours	Bomag	\$1,835.00
4 hours	Motor Grader	\$336.00
8 hours	Water Truck	\$500.00
4 hours	Packer	\$135.00
8 hours	Rubber Tire Roller	\$66.00
8 hours	Iron Wheel Roller	\$230.00
6 hours	Oil Truck	\$158.00
3 hours	Haul Trailer	\$34.00
1 hour	Sweeper	\$54.00
8 hours	Dump Trucks	\$676.00
3 hours	Fork Lift	\$41.00
3 hours	Rock Box	\$174.00
Daily	Rental	\$5,000.00
24 hours at \$32 per hour	8 Equipment Operators	\$6,144.00
16 tons	3 Sack stabilizer	\$1,120.00
276 tons	Limestone	\$8,914.00
112 tons	Large Rock	\$7,430.00
96 tons	Small Rock	\$6,368.00
3,464 gallons	CRS2 oil	\$9,699.00
8 Barrels (55 gallons each)	Base Seal	\$9,680.00
4 Barrels (55 gallons each)	Top Shield	\$4,840.00

Erie Street Grand Total = \$63,434.00

Frint Road

Total Rebuild of the Back Half of the Road

Total Footage = 3,700' L x 22' W / 7 Tenths

Hours	Equipment / Labor / Material Needed	Cost
6 hours	Bomag	\$1,835.00
4 hours	Motor Grader	\$336.00
8 hours	Water Truck	\$500.00
4 hours	Packer	\$135.00
8 hours	Rubber Tire Roller	\$66.00
8 hours	Iron Wheel Roller	\$230.00
6 hours	Oil Truck	\$158.00
3 hours	Haul Trailer	\$34.00
3 hours	Fork Lift	\$41.00
1 hour	Sweeper	\$54.00
3 hours	Rock Box	\$174.00
8 hours	Dump Truck	\$676.00
Daily	Rental	\$5,000.00
24 hours at \$32 per hour	8 Equipment Operators	\$6,144.00
8 tons	3-Sack Stabilizer	\$560.00
276 tons	Limestone	\$8,914.00
190 tons	Large Rock	\$12,604.00
162 tons	Small Rock	\$10,747.00
5,879 gallons	CRS2 oil	\$11,758.00
4 Barrels (55 gallons each)	Top Shield	\$4,840.00
7 Barrels (55 gallons each)	Base Seal	\$8,470.00

Frint Road Grand Total = \$73,276.00

HISTORICALLY VOID BLUE COLORED BACKGROUND IS ABSEN
PAYABLE THROUGH CITIBANK, ONE PENNS WAY, NEW CASTLE, DE 19720 62-20811

ExxonMobil 22777 SPRINGWOODS VILLAGE PKWY
Pipeline Company LLC SPRING, TEXAS 77389-1425

FILE # BCP-JE-0449 R.O.W. No 002622
051,900, 061,900, 061,910

PAYEE'S TAX ID OR SS NUMBER 74-6000291 DATE November 15, 2023

PAY TO Jefferson County, Texas, 1149 Pearl Street, 7th Floor, Beaumont, TX 77701 \$ 136,710.00

One Hundred Thirty-six Thousand Seven Hundred Ten & No/100 DOLLARS

FOR 409.835-8400 VOID AFTER 90 DAYS
Full and complete settlement and satisfaction for damages to Erie Street and Frint Road
as detailed in estimate dated 10/27/2023 in the S. Stiver Survey A-51, J.R. We Survey A-4.
JA Veatch Survey A-55 Jefferson County, Texas

G/L ACCT OR A/R CUST#	AMOUNT	TX CD	COST CENTER	WBS ELEMENT	NEW CO CC
4330 1000	\$136,710.00			8011 5074 0010	2611

Kell McMahon
Kell McMahon

David W. Jipalair
David W. Jipalair
SIGNATURE

⑈002622⑈ ⑈031100209⑈

3873776⑈

JEFFERSON COUNTY

1149 PEARL 7TH FLOOR
 BEAUMONT, TX 77701

INVOICE

SERVICES PROVIDED FOR:
Primoris Pipeline

Attn: Rush Plumlee

INVOICE DATE | 10/6/23
 INVOICE NUMBER | 2401

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Repairs to damaged roads: Nolte, Blair, Mason, Thompson, Paggi, McDermand, South China, South Pine Island		
30.00	Equipment	3,440.00	\$103,200.00
30.00	Personnel	1,359.30	\$40,779.00
1.00	Material	11,961.92	\$11,961.92
1.00	Less Settlement	(6,940.92)	(\$6,940.92)
			149,000.00
			\$149,000.00

Questions concerning this invoice?
 Call: Lori Fountain
 (409) 434-5430

MAKE ALL CHECKS PAYABLE TO:
 JEFFERSON COUNTY
 1149 PEARL 7TH FLOOR
 BEAUMONT, TX 77701

\$149,000.00
PAY THIS
AMOUNT

VENDOR NO	VENDOR NAME	CHECK NO.
112854	JEFFERSON COUNTY TEXAS	183455

TRANS NO.	REF NO.	DATE	DESCRIPTION	GROSS AMT	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMT.
1023 3803	2401	10/06/23	REPAIR DAMAGES	149,000.00	0.00	0.00	0.00	0.00	149,000.00
VENDOR				GROSS AMT.	DISCOUNT	RETAINAGE	PREVIOUS	BALANCE	NET AMT.
112854				149,000.00	0.00	0.00	0.00	0.00	149,000.00



Primoris Services Corporation
 Primoris Energy Services Corporation
 1760 S. Stemmons Freeway STE #300
 Lewisville, TX 75067

CIBC
 120 South LaSalle St.
 Chicago, IL 60603

2-397/724

CHECK NO. 183455
 DATE 11/03/23

AP Account

AMOUNT
\$149,000.00

One hundred forty-nine thousand and xx / 100 Dollars

PAY TO THE ORDER OF

JEFFERSON COUNTY TEXAS
 1149 PEARL STREET 7TH FLOOR
 BEAUMONT, TX 77701

[Signature]
 REQUIRES SECOND SIGNATURE OVER \$100,000

[Signature]

THIS CHECK VOID AFTER 60 DAYS

THIS DOCUMENT CONTAINS MICROPRINTING AND ADDITIONAL SECURITY FEATURES. DETAILS ON BACK

⑈ 183455 ⑈ ⑆ 0724 1397 ⑆ 77060 13 ⑈

UNIVERSAL PRINTWORKS (714) 381-8191

Jefferson County Environmental Control Food Service Permit Fee Schedule

Classification	Price
Restaurants (0-20)	\$150.00
Restaurants (21-50)	\$175.00
Restaurants (51-75)	\$200.00
Restaurants (76+)	\$225.00
Convenience Store (No Food)	\$150.00
Convenience Store (Food)	\$200.00
Grocery Store (No Food)	\$200.00
Grocery Store (Food)	\$225.00
Take Out Food	\$200.00
Mobile Vendor (Prepares Food)	\$300.00
Mobile Vendor (Ready to Eat)	\$100.00
Caterer	\$250.00
Bakeries	\$150.00
Meat/Fish Market (No Food)	\$150.00
Meat/Fish Market (Food)	\$175.00
Day Care/Nursery	\$150.00
Snow Cone Stand	\$100.00
Temporary Permits	\$25.00
Festival Permits	\$25.00
Re-inspection Fee	\$75.00

*Mobile Vendors and Caterers must check with each city they sell in for additional permits.

Replacement permit fee \$20.00

Late fee (any time after expiration) \$50.00

Plan Review \$50.00

Jefferson County Septic Fees

	Proposed
Single Family Residential Aerobic Permits	\$210
All Non-Single Family Residential Permits	\$400
Re-inspection fee	\$75
Unpermitted Installation	2x current permit fee