

REGULAR, 4/14/2020 10:30:00 AM

BE IT REMEMBERED that on April 14, 2020, there was begun and holden a REGULAR session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner Brent Weaver, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Carolyn L. Guidry , County Clerk

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

Notice of Meeting and Agenda and Minutes
April 14, 2020

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



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 April 14, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th** day of **April 2020** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** 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:

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/commmlink.htm Listen to audio by calling 571-748-4021 PIN # 623-6974#. The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. 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:

1. Consider and approve specifications for Request for Proposal (RFP 20-13/YS), Auditing Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 8 - 91

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

2. Consider and approve specifications for Request for Proposal (RFP 20-015/JW). Grant Administration and Management Services for Community Development Block Grant-Mitigation (CDBG-MIT) for Jefferson County, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 92 - 163

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

3. Consider, establish , and approve Selection Review Committee (to include one (1) elected official) to review the responses received for (RFP 20-015/JW), Grant Administration Services for Community Development Block Grant-Mitigation (CDBG-MIT) for Jefferson County, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

**CHARLIE HALLMARK, MARK DEROUEN, PATRICK SWAIN,
 STEVE STAFFORD, AND ALEX RUPP**

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 14, 2020

4. Consider and approve specifications for Request for Qualifications (RFQ 20-016/JW), 'On Call' Professional Airport Planning Services, Airport Master Plan Update, and Environmental Analysis for the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 164 - 188

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

5. Execute, receive and file a Lease Extension for (RFP 14-003/JW), Lease of Properties Acquired as a result of Buy Out (Remaining Properties) for five (5) additional years with the Levacy Family Partnership from July 6, 2019 to July 5, 2024.

SEE ATTACHMENTS ON PAGES 189 - 189

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY AUDITOR:

6. Consider and ratify approval, receive and file Agreements for Data Collector/Data Entry/Mapping between Russell Wright and Jefferson County for COVID-19 measures.

SEE ATTACHMENTS ON PAGES 190 - 190

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

7. Consider and ratify approval, receive and file Agreements between Nurse Practitioners/RNs/LVNs and Jefferson County for providing services for COVID-19 Testing sites.

SEE ATTACHMENTS ON PAGES 191 - 215

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 14, 2020

8. Consider and ratify approval, receive and file Agreements between Supervisors/Call Receptionist/Safety Check Officers and Jefferson County for providing services for COVID-19 Call centers.

SEE ATTACHMENTS ON PAGES 216 - 292

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

9. Receive and file U.S. Department of Justice, United States Marshal Service Modification No.14 to the current Inter-Governmental Agreement 78-01-0077. The Purpose of this agreement is to adjust the current per diem rate of \$83.40 to \$83.68 and guard/transportation rate. The effective date is 2/1/2020.

SEE ATTACHMENTS ON PAGES 293 - 293

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

10. Consider and possibly approve a resolution for Jefferson County's submission of application for the Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation. This grant request has an award ceiling of \$58,008 and requires no cash match from the county.

SEE ATTACHMENTS ON PAGES 294 - 305

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
April 14, 2020

11. Consider and approve implementing the two original provisions of the Coronavirus Aid Relief and Economic Security Act (CARES Act) in relation to the Nationwide 457 (b) deferred compensation plan for employees. The two provisions are Tax-favored withdrawals up to \$100,000 until December 31, 2020 and expanded access to loans from retirement accounts for 180 days after enactment (March 27, 2020 to September 23, 2020).

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

12. Consider and approve budget transfer - Road & Bridge Pct 4 - purchase of security cameras for precinct building.

114-0408-431-6014	BUILDINGS AND STRUCTURES	\$10,000.00	
114-0409-431-6011	ROAD MACHINERY		\$10,000.00

SEE ATTACHMENTS ON PAGES 306 - 306

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

13. Regular County Bills – check #470324 through checks #470587

SEE ATTACHMENTS ON PAGES 307 - 317

Motion by: Commissioner Weaver

Second by: County Judge Branick

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

COUNTY COMMISSIONERS:

14. Conduct a public hearing regarding the establishment of the Emerald Biofuels Reinvestment Zone Pursuant to Sec. 321.2041, Tax Code.

OPEN HEARING - N O COMMENTS -CLOSED

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Notice of Meeting and Agenda and Minutes
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15. Consider and possibly approve, Receive and File an Order to establish the Emerald Biofuels Reinvestment Zone Pursuant to Sec. 321.2041, Tax Code.

SEE ATTACHMENTS ON PAGES 318 - 361

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

16. Consider and possibly approve a Proclamation for Soil & Water Stewardship Week.

SEE ATTACHMENTS ON PAGES 362 - 362

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

In favor: County Judge Branick, Commissioner Arnold, Commissioner Weaver, Commissioner Sinegal, Commissioner Alfred

Action: APPROVED

Other Business:

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

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

Jeff R. Branick
County Judge



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

April 14, 2020

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 20-013/YS, Auditing Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

There will be a pre-proposal conference on Tuesday, May 5, 2020, at 2:00 pm CT in the Commissioners Courtroom, 1149 Pearl Street, 4th Floor, Beaumont TX, 77701.

PROPOSAL NAME:	Auditing Services for Jefferson County
PROPOSAL NO:	RFP 20-013/YS
DUE DATE/TIME:	11:00 AM CT, Wednesday, May 27, 2020
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 Yea-Mei Sauer, Contract Specialist, ysauer@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises to participate in the proposal 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.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 15, 2020 and April 22, 2020

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the Total, All-Inclusive, Maximum Price.

Attachment 1 Single Audit Report

Attachment 2 Jefferson County Organizational Chart

Attachment 3 Schedule of Expenditures of Passenger Facility Charges

Proposal Submissions:

Offeror is responsible for submitting:

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

Additionally, Offeror 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/>

Proposal Submittal Checklist

The Offeror'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.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ 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 Offeror is providing or has provided Auditing Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror 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 Offeror 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 moneys under the terms of any agreement(s) relating to such services.
- ☒ **One (1) original and five (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Each Offeror 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.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

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

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

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

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

1.1 Vendor Instructions

Read the document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

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

Offeror 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 Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror 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 Offeror 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 Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror 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 Offerors 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 Offeror contractually. If the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Contractors 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 Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may 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>

Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 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

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 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR 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) 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, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply 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 the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

- (a) 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 AGREEMENT.
- (b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.
- (c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

(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 (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 (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT 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, its 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

1.17 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 Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

The Offeror 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 Offeror 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.

1.19 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.

1.20 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 Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

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

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror 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 Offerors.

1.23 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 Offeror 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.

1.24 Assignment

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

1.25 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 Offeror. **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.

1.26 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 Offeror, or if the Offeror 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.

1.27 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 Offeror as inadequate.

1.28 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.

1.29 Loss, Damage, or Claim

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

1.30 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.

1.31 Non-Discrimination

The successful offeror 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.

1.32 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.

1.33 Waiver of Subrogation

Offeror and Offeror'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 Offeror's performance under this agreement.

1.34 Acknowledgment of Insurance Requirements

By signing its proposal, Offeror acknowledges that it has read and understands the insurance requirements for this proposal. Offeror 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 Offeror's proposal. The insurance requirements are part of this package.

1.35 Insurance

The contractor (including any and all subcontractors as defined in Section 1.36.1.3 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 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.

1.37 Pre-Proposal Conference

There will be a pre-proposal conference on Wednesday, May 27, 2020, at 2:00 PM CT, at Commissioners' Courtroom, 1149 Pearl Street, 4th Floor, Beaumont TX, 77701.

1.38 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Wednesday, May 27, 2020, to:

**Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701**

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors 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

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

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

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

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

1.39 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 proposal 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.

1.40 Questions

Questions may be emailed to Yea-Mei Sauer, ysauer@co.jefferson.tx.us.

1.41 Tentative Schedule of Events

April 14, 2020	Issuance of Request for Proposal
May 5, 2020	Pre Proposal Conference
May 27, 2020	Deadline Submission (late proposals will not be considered)
May 29, 2020	Proposals distributed to Evaluation Committee
June 4, 2020	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
June 11, 2020	Conduct Interview/Best and Final Offer/Short List
June 22, 2020	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

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.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Scope of Services (Appendix A)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror 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 ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror 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 Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror 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 Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 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.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- 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 Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror'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 Offeror (and any subcontractors) who will perform service's on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror 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 Offeror, 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 Offeror, 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.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors 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.

2.8 Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror 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, Offeror agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. Proposal Submittal

The Proposal is due no later than 11:00 AM CT, May 27, 2020, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- 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 Offeror is providing or has provided Auditing Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror 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 Offeror 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 moneys under the terms of any agreement(s) relating to such services.
- One (1) original and five (5) proposal copies; with all copies to include a completed copy of this specifications packet in its entirety and any other documentation requested within these specifications, should be mailed or delivered to:

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

4. Scope of Services

4.1 General Information

- 4.1.1. Jefferson County is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2020, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* "Uniform Guidance"; and the State of Texas *Uniform Grant Management Standards* ("UGMS").
- 4.1.2 There is no expressed or implied obligation for Jefferson County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 4.1.3 A pre-proposal conference for all interested firms will be held at 2:00 pm CDT on May 27, 2020 at 1149 Pearl Street, Fourth Floor, Commissioners' Courtroom, Beaumont, Texas to answer questions about the engagement.
- 4.1.4 Proposals submitted will be evaluated by an Audit Committee selected by Commissioners' Court.
- 4.1.5 During the evaluation process, the Audit Committee and Jefferson County reserve the right, where it may serve Jefferson County's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions. At the discretion of Jefferson County or the Audit Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
- 4.1.6 Jefferson County reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance of the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Jefferson County and the firm selected.

4.2 Terms of Contract

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

4.3 Subcontracting

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

5. Project Requirements

5.1 Objective

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.

5.2 Offeror Experience

The successful Offeror 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 Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror 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 Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror 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 Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror'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 Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

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

5.3 Offeror Personnel and Organization

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

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

6. Nature of Services Required

6.1 General

Jefferson County is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending September 30, 2020, with the option of auditing its financial statements for each of the two (2) subsequent years. These audits are to be performed in accordance with the provisions contained in this RFP.

6.2 Scope of Work

- 6.2.1 Jefferson County desires the Contractor* to express an opinion of the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.
- 6.2.2 Jefferson County also desires the Contractor to provide an "in-relation-to" opinion on the combined and individual fund financial statements based on the auditing procedures applied during the audit of the general purpose financial statements. The Contractor is not required to audit the statistical section of the report.
- 6.2.3 The Contractor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- 6.2.4 The Contractor is not required to audit the Schedule of Expenditures of Federal Awards. However, the Contractor is to provide an "in-relation-to" report on that schedule, based on the auditing procedures applied during the audit of the financial statements.

* "Contractor" refers to the Offeror whose proposal is selected for award.
(RFP 20-013/YS), Auditing Services for Jefferson County

- 6.2.5 The Contractor is not required to audit the Passenger Facility Charge (PFC) compliance and schedule. However, the Contractor is to provide an “in-relation-to” report on that schedule, based on the auditing procedures applied during the audit of the financial statements.

6.3 Auditing Standards

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

6.4 Reports

- 6.4.1 Following completion of the audit of the fiscal year’s financial statement, the Contractor shall issue the following:
- A report on the fair presentation of the general purpose financial statements in conformity with generally accepted accounting principles.
 - A report on compliance and on internal controls over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - A report on compliance requirements applicable to each major program and internal controls over compliance in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”); and the State of Texas *Uniform Grant Management Standards* (“UGMS”).
 - An “in-relation-to” report on the schedule of expenditures of federal and state awards.
 - A report on compliance requirement applicable to the Passenger Facility Charge (PFC) Program and on Internal Control over Compliance.
 - An “in-relation-to” report on the Schedule of Expenditures of Passenger Facility Charge (PFC) charges.
- 6.4.2 In the required report(s) on internal controls, the Contractor shall communicate any reportable conditions found during the audit to the Jefferson County Audit Committee, which shall convene at periodic intervals during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structures that could adversely affect the organization’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.
- 6.4.3 Reportable conditions that are also material weaknesses shall be identified as such in the report.
- 6.4.4 Non-reportable conditions discovered by the Contractor shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.
- 6.4.5 The reports on compliance shall include **all** instances of noncompliance.
- 6.4.6 The Contractor shall be required to make an immediate, **written** report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Audit Committee.
- 6.4.7 The Contractor shall assure itself that the Audit Committee is informed of each of the following:
- The Contractor’s responsibility under generally accepted auditing standards,
 - Significant accounting policies,
 - Management judgments and accounting estimates,

- Significant audit adjustments,
- Other information in documents containing audited financial statements,
- Disagreements with management,
- Management consultation with other accountants,
- Major issues discussed with management prior to retention, and
- Difficulties encountered in performing the audit.

6.5 Special Considerations

- 6.5.1 Jefferson County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the Contractor will be required to provide special assistance to Jefferson County to meet the requirements of that program.
- 6.5.2 Jefferson County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities containing the general purpose financial statements and the auditor's report thereon. The Contractor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
- 6.5.3 The schedule of expenditures of federal and state awards and related auditor's report, as well as the reports on the internal controls and compliance are to be issued separately from the comprehensive annual financial report.
- 6.5.4 The schedule of expenditures of Passenger Facility Charges, as well as the reports on the internal controls and compliance are to be issued separately from the comprehensive annual financial report.

6.6 Working Paper Retention and Access to Working Papers

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

7. Description of the Government

7.1 Contact

The Contractor's principal contact with Jefferson County will be Patrick Swain, County Auditor (409-835-8500) or a designated representative, who will coordinate the assistance to be provided by Jefferson County to the Contractor.

An organizational chart is provided at Attachment 2.

7.2 Background Information

- 7.2.1 Jefferson County serves an area of 904 square miles, with a population of 255,001. Jefferson County's fiscal year begins on October 1 and ends on September 30.
- 7.2.2 Jefferson County provides services to the citizens, including, but not limited to, the maintenance and construction of roads and bridges, judicial and law enforcement services, and health and welfare services.
- 7.2.3 Jefferson County has a total payroll of approximately \$68,643,857.00, covering 1,166 employees.
- 7.2.4 Jefferson County is organized into approximately 100 departments and agencies. The accounting and financial reporting functions are centralized.
- 7.2.5 Ford Park-Operations are managed by Spectra. A separate accounting system is used for Ford Park-Operations. Spreadsheets are used for consolidation and financial reporting for the Enterprise Fund – Ford Park,
- 7.2.6 More detailed information can be found in the Annual Financial Statements and Annual Budget, which are available for interested parties at the County Auditor's Office, 1149 Pearl Street, Seventh Floor, Beaumont, Texas 77701, Telephone 409-835-8500, or at the Jefferson County website (www.co.jefferson.tx.us, select the link for the Auditor's Office).

7.3 Fund Structure

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

Fund Type/Account Group	Number of Individual Funds
General Fund	1
Special revenue funds	54
Debt service funds	2
Capital projects funds	5
Enterprise funds	2
Internal service funds	3
Expendable trust funds	-
Nonexpendable trust funds	-
Pension trust funds	-
Agency funds	11

7.4 Budgetary Basis of Accounting

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

7.5 Federal and State Financial Assistance

During the prior fiscal year, Jefferson County's total expenditures of federal awards was \$7,136,049.86. The County's total expenditures of state awards was \$700,676.63.

7.6 Pension Plans

Jefferson County participates in the following pensions plans:

- Texas County and District Retirement System
- Employee IRC Section 457 Plan/Deferred Compensation Fund

7.7 Component Units

- 7.7.1 As required by generally accepted accounting principles, the financial statements of the reporting entity includes those of Jefferson County (the primary government).

7.7.2 The following are excluded from the reporting entity:

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

7.8 Magnitude of Financial Operations

The County Auditor's Department is headed by Patrick Swain, County Auditor, and consists of 15 employees.

Ford Park-Operations has a financial staff of three (3) employees.

7.9 Computer Systems

7.9.1 Hardware

<u>Type of Equipment</u>	<u>Number</u>
IBM	AS400

7.9.2 Software:

County

<u>Make</u>	<u>Vendor</u>	<u>Major Applications</u>
Superion, Central Square		Government Management & Budgetary Accounting – General Ledger, Accounts Payable, Budgeting, Project/Grant Accounting, Investment Tracking, Payroll, Cash Receipts

Ford Park-Operations

<u>Make</u>	<u>Vendor</u>	<u>Major Applications</u>
Sage		General Ledger, Accounts Payable, Cash Receipts

7.10 Internal Audit Function

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

7.11 Availability of Prior Audit Reports and Working Papers

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

8. Important Dates

8.1 RFP and Proposal Dates

Request for proposal issued	April 14, 2020
Pre-proposal conference	May 5, 2020, 2:00 pm
Due date/time for proposals	May 27, 2020 11:00 am

8.2 Estimated Notification and Contract Dates

Selected firm notified	June 22, 2020
Contract date	June 30, 2020

8.3 Date Audit May Commence

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2021. Interim work may be performed during August and September of each audit year.

8.4 Schedule for the 2020 Fiscal Year Audit*

Jefferson County will have all records ready for final audit fieldwork and all management personnel available to meet with the Contractor's personnel as of January 15, 2021. Interim work may be performed during August and September of each audit year.

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

- The auditor shall complete all field work by February 28, 2021.
- The auditor shall have drafts of the audit report(s) and recommendations to management (including the final review of the financial statements) available for review by the Audit Committee and the County Auditor by March 10, 2021.

9. Reports

9.1 Entrance Conferences, Progress Reporting, and Exit Conferences*

At a minimum, the following conferences should be held by the dates indicated:

Conference	Purpose	Week of
Entrance conference with Patrick Swain, County Auditor	To establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor related to the beginning of field work	Aug 3, 2020

* A similar time schedule will be developed for audits of future fiscal years if Jefferson County exercises its option for additional audits.
(RFP 20-013/YS), Auditing Services for Jefferson County

Exit conference with Patrick Swain, County Auditor, and Audit Committee	To summarize the results of field work and to review significant findings	March 10, 2021
Progress Report	As needed	As requested

9.2 Final Report

- 9.2.1 The County Auditor shall prepare draft financial statements, notes, and all required supplementary schedules by February 20, 2021. The auditor shall provide all recommendations, revisions, and suggestions for improvement to the County Auditor by March 10, 2021.
- 9.2.2 The County Auditor and the Audit Committee will complete their review of the draft report as expeditiously as possible. It is not expected that their process shall exceed one week. During that period, the Contractor shall be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to Jefferson County Commissioners' Court.
- 9.2.3 The final audit report shall be delivered to Jefferson County Commissioners' Court, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701 by March 24, 2021.

10. Assistance to be Provided and Report Presentation

10.1 County Auditor's Office and Clerical Assistance

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

10.2 Statements and Schedules to be Prepared by Jefferson County

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

10.3 Work Area, Telephones, Photocopying, and Fax Machines

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

10.4 Report Preparation

CAFR – Report preparation, editing, and printing shall be the responsibility of Jefferson County.

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

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

11. Proposal Requirements

11.1 General Requirements

- 11.1.1 Pre-proposal Conference and On-site Inspections

A conference for firms interested in submitting proposals will be held at 2:00 pm, May 5, 2020, in the Commissioners' Courtroom, 1149 Pearl Street – Fourth Floor, Beaumont, Texas 77701. Both verbal and written questions will be accepted during this conference.

11.1.2 Inquiries

Inquiries concerning the RFP must be made to the Yea-Mei Sauer, Contract Specialist, Jefferson County Purchasing Department, ysauer@co.jefferson.tx.us.

11.1.3 Submission of Proposals

The following material must be received by May 27, 2020 (bid due date) in order for an Offeror to be considered:

11.1.3.1 An original of the Technical Proposal and five (5) copies, including the following:

- Title page: showing the RFP Number and Title, the Offeror's name (including name, address and telephone number of point of contact), and the date of the proposal.
- Table of Contents.
- A signed transmittal letter briefing stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period given, a statement of why the firm believes itself to be best qualified to perform the work, and a statement that the proposal is a firm and irrevocable offer for thirty (30) days.
- A detailed proposal following the order set for in Section 11.2 of this RFP.
- Executed copies of the **Proposer Warranties**, attached to this report at Exhibit B.

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

**Sealed Dollar Cost Request for Proposal
(RFP 18-015/YS), Auditing Services for Jefferson County
May 27, 2020**

11.2 Technical Proposal

11.2.1 General Requirements

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

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

The Technical Proposal shall address all the points outlined in the RFP (excluding any cost information, which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects, items 11.2.2 through 11.2.9, must be included. They represent the criteria against which the proposal will be evaluated.

11.2.2 Independence

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

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

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

11.2.3 License to Practice in Texas

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

11.2.4 Firm Qualifications and Experience

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

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

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

The Offeror shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Offeror shall provide information on the circumstances and status of any disciplinary action taken or pending against the Offeror during the past three (3) years with state regulatory bodies or professional organizations.

11.2.5 Partner, Supervisory, and Staff Qualifications and Experience

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

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

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

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

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

11.2.6 Prior Contracts with Jefferson County

List separately all contracts within the last five (5) years, ranked on the basis of total staff hours, for Jefferson County by type of engagement (i.e., audit, management advisory

services, other). Indicate the scope of work, date, contract partners, total hours, the location of the firm's office from which the contract was performed, and the name and telephone number of the principal client contact.

11.2.7 Similar Contracts with Other Government Entities

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

11.2.8 Specific Audit Approach

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

- Level of staff and number of hours to be assigned to each proposed segment of the contract.
- No dollar amounts shall be included in the technical proposal.**
- Sample size and the extent to which statistical sampling is to be used in the contract.
- Extent of use of EDP software in the contract.
- Type and extent of analytical procedures to be used in the contract.
- Approach to be taken to gain and document an understanding of Jefferson County's internal control structure.
- Approach to be taken in determining laws and regulations that will be subject to audit test work.
- Approach to be taken in drawing audit samples for purposes of tests of compliance.

11.2.9 Identification of Anticipated Potential Audit Problems

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

No dollar amounts shall be included in the technical proposal.

11.3 Sealed Dollar Cost Bid

11.3.1 Total, All-Inclusive, Maximum Price

11.3.1.1 The sealed dollar cost bid shall contain all pricing information relative to performing the audit engagement as described in this RFP. The total, all-inclusive, maximum price to be bid is to contain all direct and indirect costs, including all out-of-pocket expenses.

11.3.1.2 Jefferson County will not be responsible for expenses incurred in preparing and submitting the technical proposal or the seal dollar cost bid. Such costs shall not be included in the proposal.

11.3.1.3 The first page of the sealed dollar cost bid shall include the following information:

- Name of firm.
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with Jefferson County.
- A total, all-inclusive, maximum price for the 2020 engagement.

11.3.2 Rates by Partner, Specialist, Supervisory, and Staff Level Times Hours Anticipated for Each

The second page of the sealed dollar cost bid shall include a schedule of professional fees and expenses, presented in the format provided in Exhibit D, which supports the total, all-inclusive, maximum price.

11.3.3 Out-of-Pocket Expenses Included in the Total, All-Inclusive, Maximum Price and Reimbursement Rates

11.3.3.1 Out-of-pocket expenses for firm personnel (e.g., travel, lodging, and subsistence) will be reimbursed at the rates used by Jefferson County for its employees. All estimated out-of-pocket expenses to be reimbursed shall be presented on the second page of the sealed dollar cost bid in the format provided in Exhibit D. All expense reimbursements will be charged against the total, all-inclusive, maximum price submitted by the Offeror.

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

11.3.4 Rates for Additional Professional Services

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

11.3.5 Manner of Payment

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

12. Evaluation Procedures

12.1 Audit Committee

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

12.2 Review of Proposals

12.2.1 The Audit Committee will use a point formula during the review process to score proposals. The full Audit Committee will score each technical proposal by each of the criteria described in Sections 12.3.2 through 12.3.4 below. Offerors with an unacceptably low score will be eliminated from further consideration.

12.2.2 After the technical score for each Offeror has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the Offeror offering the lowest total, all-inclusive, maximum price. Appropriate fractional scores will be assigned to other Offerors.

12.2.3 Jefferson County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

12.3 Evaluation Criteria

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

price. Section 11.3.2 through 11.3.4 represent the principal selection criteria to be considered during the evaluation process.

12.3.2 Mandatory Elements (Maximum Points: 10)

- The Offeror is independent and licensed to practice in Texas.
- The Offeror has no conflict of interest with regard to any other work performed by the Offeror for Jefferson County.
- The Offeror adhered to the instructions in this RFP on preparing and submitting the proposal.
- The Offeror submitted a copy of its last external quality control review report, which shows that the firm has a record of quality audit work.

12.3.3 Technical Qualifications (Maximum Points: 70)

- Expertise and Experience
 - The Offeror's past experience and performance on comparable government contracts.
 - The quality of the Offeror's professional personnel to be assigned to the contract and the quality of the Offeror's management support personnel to be available for technical consultation.
- Audit Approach
 - Adequacy of proposed staffing plan for various segments of the engagement.
 - Adequacy of sampling techniques.
 - Adequacy of analytical procedures.

12.3.3 Price (Maximum Points: 20)

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

12.4 Oral Presentation

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

12.5 Final Selection

- 12.4.1 Jefferson County Commissioners' Court will select a Contractor based upon the recommendation of the Audit Committee.
- 12.4.2 It is anticipated that a Contractor will be selected by June 22, 2020. Following notification of the firm selected, it is expected that a contract will be executed between both parties by June 30, 2020.

12.6 Right to Reject Proposals

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

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: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

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: _____

Offeror Must Complete and Return This Page With Offer.

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

This offer shall remain in effect for ninety (90) days from proposal 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 Proposal, Conditions of Request for Proposal, 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 proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 proposal or not to submit a proposal thereon.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Offeror (Entity Name)</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Signature</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Street & Mailing Address</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Print Name</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">City, State & Zip</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Date Signed</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Telephone Number</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">Fax Number</div>
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="text-align: center;">E-mail Address</div>	

Offeror Must Complete and Return This Page With Offer.

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 <hr/> Date Received	
1 Name of vendor who has a business relationship with local governmental entity.	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <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>		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-top: 20px;"> <hr style="width: 30%; margin: 0 auto;"/> Name of Officer </div> <p style="font-size: small; margin-top: 10px;">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> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <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> <div style="text-align: center; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="width: 80%; margin: 0;"/> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> <hr style="width: 80%; margin: 0;"/> Date </div> </div>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

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	<div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; top: 5px; right: 5px;">Date Received</div> </div>
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 style="text-align: center;">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;">_____ 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 style="margin-top: 20px;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </p>	

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

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 . . .

- | | | |
|------------------------------|-----------------------------|---|
| <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

Offeror Must Complete and Return This Page 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/sub-consultants 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/Sub-consultant 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page 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/sub-consultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page 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:

Offeror Must Complete and Return This Page 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.

Offeror Must Complete and Return This Page 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

Bidder Shall Return Completed Form with Offer.

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____.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.

EXHIBIT A

SCOPE OF SERVICES

(Provide Scope of Services)

EXHIBIT B

PROPOSER WARRANTIES

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

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

EXHIBIT C

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

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

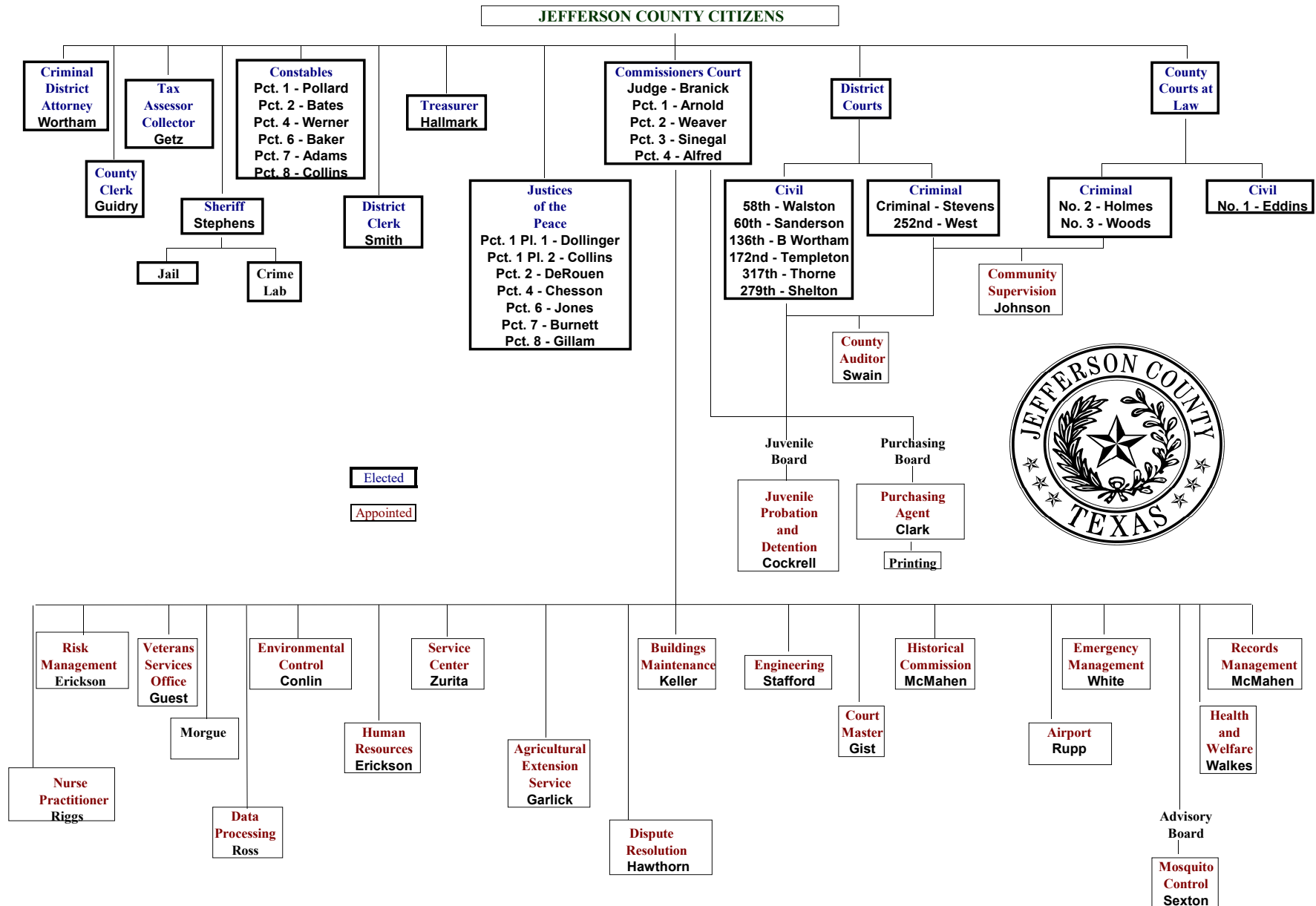
EXHIBIT D**FORMAT FOR SCHEDULE FOR PROFESSIONAL FEES AND EXPENSES****TO SUPPORT THE TOTAL, ALL-INCLUSIVE, MAXIMUM PRICE**

**Schedule of Professional Fees and Expenses
for the Audit of the FY 2020 Financial Statements**

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	\$	\$	\$	\$
Managers	\$	\$	\$	\$
Supervisory Staff	\$	\$	\$	\$
Staff	\$	\$	\$	\$
Other (specify)	\$	\$	\$	\$
Subtotal				\$
Total for services described in Section 6 of the RFP (detail on subsequent pages)				\$
Out-of-pocket expenses				\$
Meals and lodging				\$
Transportation				\$
Other (specify)				\$
Total, all-inclusive, maximum price for FY 2020 Audit			\$	

ORGANIZATION CHART OF JEFFERSON COUNTY

As of March 1, 2020



JEFFERSON COUNTY, TEXAS
FEDERAL SINGLE AUDIT REPORT
For the Year Ended September 30, 2019

JEFFERSON COUNTY, TEXAS
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**REPORT OF INDEPENDENT AUDITORS ON INTERNAL CONTROL OVER FINANCIAL
 REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
 FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
 WITH GOVERNMENT AUDITING STANDARDS**

The Honorable County Judge and
 Commissioners Court
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (the "County"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 13, 2020.

Internal Control Over Financial Reporting

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

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

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

The Honorable County Judge and
Commissioners Court

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Houston, Texas
March 13, 2020

**REPORT OF INDEPENDENT AUDITORS ON COMPLIANCE FOR EACH MAJOR
 FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
 AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 REQUIRED BY THE *UNIFORM GUIDANCE***

The Honorable County Judge and
 Commissioners Court
 Jefferson County, Texas

Report on Compliance for Each Major Federal Program

We have audited Jefferson County, Texas' (the "County") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended September 30, 2019. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the requirements of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards and the *Uniform Guidance* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

The Honorable County Judge and
Commissioners Court

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2019.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

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

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

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We have issued our report thereon dated March 13, 2020, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the *Uniform Guidance* and is not a required part of the basic financial statements.

The Honorable County Judge and
Commissioners Court

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects in relation to the basic financial statements taken as a whole.

Whitley Penn LLP

Houston, Texas
March 13, 2020

JEFFERSON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Year Ended September 30, 2019

A. SUMMARY OF AUDIT RESULTS

I. Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major federal programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	None

Identification of major programs:

Name of Federal Program or Cluster	CFDA Numbers
Rehabilitate Taxiway Delta (Phase IV)	20.106
Paul Coverdell Forensic Sciences Improvement Grant	16.742
1. Dollar Threshold Considered Between Type A and Type B Federal Programs	\$750,000
2. Federal Single Audit - Auditee qualified as low-risk auditee?	Yes

JEFFERSON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
For the Year Ended September 30, 2019

II. Financial Statement Findings

There were no current year findings.

III. Federal Award Findings and Questioned Costs.

There were no current year findings or questioned costs.

JEFFERSON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the year ended September 30, 2019

Page 1 of 2

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<u>FEDERAL AWARDS:</u>			
U.S. DEPARTMENT OF AGRICULTURE			
<u>Child Nutrition Cluster:</u>			
Passed through the Texas Department of Agriculture:			
<i>Summer Food Service Program</i>	10.559	806780706	\$ 10,930
Total Passed through the Texas Department of Agriculture			10,930
Total Child Nutrition Cluster			10,930
TOTAL U.S. DEPARTMENT OF AGRICULTURE			10,930
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Passed through the Texas General Land Office:			
<i>Community Development Block Grant/States program - IKE Round 1</i>	14.228	DRS-010219	208,003
Total Passed through the Texas General Land Office			208,003
Passed through the Texas Department of Agriculture:			
<i>Check Step Sewer Improvement, Phase #5</i>	14.228	TDCP-7216231	35,296
<i>Check Step Sewer Improvement, Phase #6</i>	14.228	TDCP-7218240	5,750
Total Passed through the Texas Department of Agriculture			41,046
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			249,049
U.S. DEPARTMENT OF JUSTICE			
Passed through the City of Beaumont:			
<i>Edward Byrne Memorial Formula Grant Program</i>	16.738	2017DJBX0332	3,512
<i>Edward Byrne Memorial Formula Grant Program</i>	16.738	2018DJBX0416	16,487
Total Passed through the City of Beaumont			19,999
Passed through the Office of the Governor, Criminal Justice Division:			
<i>Crime Victim Assistance - Crime Victim's Clearinghouse</i>	16.575	21032-08	87,114
Violence Against Women Formula Grants			
<i>Violence Against Women Formula Grants</i>	16.588	13466-21	71,822
<i>Violence Against Women Formula Grants</i>	16.588	13466-22	8,786
Total Violence Against Women Formula Grants			80,608
<i>Paul Coverdell Forensic Sciences Improvement Grant Program</i>	16.742	34195-02	212,542
<i>Equitable Sharing Program</i>	16.922	N/A	267,807
Total Passed through the Office of the Governor, Criminal Justice Division			648,071
Direct Program:			
<i>State Criminal Alien Assistance Program (SCAAP)</i>	16.606	2019-AP-BX-1245	47,324
Total Direct Program			47,324
TOTAL U.S. DEPARTMENT OF JUSTICE			715,394
U.S. DEPARTMENT OF TRANSPORTATION			
Passed through Federal Aviation Administration:			
<i>Rehabilitate Taxiway Delta (Phase IV)</i>	20.106	3-48-0018-033-2017	1,996,092
Total Passed through Federal Aviation Administration			1,996,092
<u>Highway Safety Cluster:</u>			
Passed through Texas Department of Transportation:			
<i>Selective Traffic Enforcement Program - Impaired Driver Mobilization</i>	20.600	2019-JeffersonCoSO-S-1YG-00082	33,008
Total Passed through Texas Department of Transportation			33,008
Total Highway Safety Cluster			33,008
TOTAL U.S. DEPARTMENT OF TRANSPORTATION			2,029,100
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through Texas Department of Family & Protective Services:			
<i>Foster Care - Title IV-E Child Welfare Services</i>	93.658	23939002	11,958
<i>Foster Care - Title IV-E Child Welfare Services</i>	93.658	24723894	16,767
<i>Foster Care - Title IV-E Legal Services</i>	93.658	23939003	14,975
<i>Foster Care - Title IV-E Legal Services</i>	93.658	24723895	42,205
Total Passed through Texas Department of Family & Protective Services			85,905
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			85,905

JEFFERSON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
For the year ended September 30, 2019

Page 2 of 2

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
<u>FEDERAL AWARDS (continued):</u>			
U.S. DEPARTMENT OF HOMELAND SECURITY			
Passed through the Texas Division of Emergency Management:			
<i>FEMA Emergency Hurricane Harvey¹</i>	97.036	FEMA-4332-DR-Hurricane Harvey	3,850,829
Total Passed through the Texas Division of Emergency Management			<u>3,850,829</u>
Direct Programs:			
<i>2017 Port Security Grant</i>	97.056	EMW2017PU00103	81,050
<i>2018 Port Security Grant</i>	97.056	EMW2018PU00313	21,675
Total Direct Programs			<u>102,725</u>
Passed through the Office of the Governor, Criminal Justice Division			
<i>Aviation Navigation & Communication</i>	97.067	36169-01	55,549
<i>Jefferson County SWAT Hazmat</i>	97.067	33133-01	30,076
Total Passed through the Office of the Governor, Criminal Justice Division			<u>85,625</u>
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY			<u>4,039,179</u>
GENERAL SERVICES ADMINISTRATION			
Direct Programs:			
<i>Donation of Federal Surplus Personal Property</i>	39.003	N/A	6,493
TOTAL GENERAL SERVICES ADMINISTRATION			<u>6,493</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 7,136,050</u>

¹ Amount of expenditures incurred in prior fiscal years is \$3,367,905.

JEFFERSON COUNTY, TEXAS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2019

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal grant activity of the County under programs of the federal government for the year ended September 30, 2019. The information in the Schedule is presented in accordance with the requirements of Office of Management and Budget (OMB) *Uniform Guidance*. Because the Schedule presents only a selected portion of the operations of the County, they are not intended to and do not present the financial position and changes in net position of the County.

2. Summary of Significant Accounting Policies

The County accounts for all federal awards under programs of the federal government in special revenue funds and capital project funds. These programs are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. Operating statements of these funds present increases (i.e. revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net current assets.

Expenditures reported on this schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards (Uniform Guidance)*. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Federal grant funds for governmental funds are considered to be earned to the extent of expenditures made under the provisions of the grant. When such funds are advanced to the County, they are recorded as unearned revenues until earned. Otherwise, federal grant funds are received on a reimbursement basis from the respective federal program agencies. Generally, unused balances are returned to the grantor at the close of specified project periods. The County has elected not to use the 10 percent de minimis indirect cost rate allowed under the *Uniform Guidance*.

JEFFERSON COUNTY, TEXAS
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
For the Year Ended September 30, 2019

Federal regulations, Title 2 U.S. Code of Federal Regulations Section 200.511 states, "The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings." The summary schedule of prior audit findings must report the status of the following:

- All audit findings included in the prior audit's schedule of findings and questioned costs and
- All audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected.

I. Prior Audit Findings

None Noted

JEFFERSON COUNTY, TEXAS
CORRECTIVE ACTION PLAN
For the Year Ended September 30, 2019

Federal regulations, Title 2 U.S. Code of Federal Regulations §200.511 states, “At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in §200.516 Audit findings, a corrective action plan to address each audit finding included in the current year auditor's reports.”

I. Corrective Action Plan

Not Applicable

JEFFERSON COUNTY, TEXAS

**Independent Auditors' Report on Compliance with
Requirements Applicable to the Passenger Facility Charge
Program and on Internal Control Over Compliance**

**Schedule of Expenditures
of Passenger Facility Charges**

For the Year Ended September 30, 2019

JEFFERSON COUNTY, TEXAS***TABLE OF CONTENTS***

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**REPORT OF INDEPENDENT AUDITORS ON COMPLIANCE
 WITH REQUIREMENTS APPLICABLE TO THE PASSENGER FACILITY CHARGE
 PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE**

The Honorable County Judge and
 Commissioners Court
 Jefferson County, Texas

Compliance

We have audited Jefferson County, Texas with the compliance requirements described in the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (Guide), for its passenger facility charge program for the year ended September 30, 2019. Compliance with the requirements of laws and regulations applicable to its passenger facility charge program is the responsibility of Jefferson County, Texas' management. Our responsibility is to express an opinion on Jefferson County, Texas' compliance based on our audit.

Auditor's Responsibility

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Guide. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on the passenger facility charge program occurred. An audit includes examining, on a test basis, evidence about Jefferson County, Texas' compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Jefferson County, Texas' compliance with those requirements.

Opinion

In our opinion, Jefferson County, Texas complied, in all material respects, with the requirements referred to above that are applicable to its Passenger Facility Charge Program for the year ended September 30, 2019.

The Honorable County Judge and
Commissioners Court
Jefferson County, Texas

Internal Control Over Compliance

The Management of Jefferson County is responsible for establishing and maintaining effective internal control over compliance with requirements of laws and regulations applicable to the passenger facility charge program. In planning and performing our audit of compliance, we considered Jefferson County, Texas' internal control over compliance with requirements that could have a direct and material effect on its passenger facility charge program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Guide.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws and regulations that would be material in relation to the passenger facility charge program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

Schedule of Expenditures of Passenger Facility Charges

We have audited the financial statements of Jefferson County, Texas as of and for the year ended September 30, 2019, and have issued our report thereon date March 13, 2020. Our audit was performed for the purpose of forming an opinion on the financial statements taken as a whole. The accompanying Schedule of Expenditures of Passenger Facility Charges is presented for purposes of additional analysis as specified by the Guide and is not a required part of the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

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

Whitley Penn LLP

Houston, Texas
March 13, 2020

JEFFERSON COUNTY, TEXAS

PASSENGER FACILITY CHARGES AUDIT SUMMARY

FISCAL YEAR ENDED SEPTEMBER 30, 2019

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

JEFFERSON COUNTY, TEXAS
PASSENGER FACILITY CHARGES
SCHEDULE OF FINDINGS AND QUESTIONS COSTS
FISCAL YEAR ENDED SEPTEMBER 30, 2019

Findings and Questioned Cost

None noted.

JEFFERSON COUNTY, TEXAS

REVENUE AND DISBURSEMENT SCHEDULE
OF PASSENGER FACILITY CHARGES

FISCAL YEAR ENDED SEPTEMBER 30, 2019

	Fiscal Year 2018 Program Total	Quarter 1 October - December	Quarter 2 January - March	Quarter 3 April - June	Quarter 4 July - September	Fiscal Year 2019 Total	Fiscal Year 2019 Program Total
Revenue							
Passenger Facility Collections	\$ 1,347,300	\$ 34,689	\$ 29,283	\$ 30,915	\$ 30,522	\$ 125,409	\$ 1,472,709
Interest	19,072	1,305	1,319	2,178	2,748	7,550	26,622
	<u>1,366,372</u>	<u>35,994</u>	<u>30,602</u>	<u>33,093</u>	<u>33,270</u>	<u>132,959</u>	<u>\$ 1,499,331</u>
Application 07-06-C-00-CBPT							
I - Airfield Equipment	36,317	-	-	-	-	-	36,317
II - Apron "F" Rehabilitation	28,746	-	-	-	-	-	28,746
III - Airfield Pavement Joint Rehab	9,458	-	-	-	-	-	9,458
IV - Runway 12/30 Rehab	14,751	-	-	-	-	-	14,751
V - Airfield Drainage Improvements	9,228	-	-	-	-	-	9,228
VI - Airfield Electrical Upgrades	-	-	-	-	-	-	-
VII - Administrative Costs	25,675	-	-	-	-	-	25,675
VIII - Pavement Maintenance Plan	5,717	-	-	-	-	-	5,717
	<u>129,892</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>129,892</u>
Application 11-07-C-00-CBPT							
I - Planning - Road, WHA, Geom	16,537	-	-	-	-	-	16,537
II - Apron Rehab - Phase I	29,528	-	-	-	-	-	29,528
III - Airfield Sweeper	10,431	-	-	-	-	-	10,431
V - Airfield Pavement Marking	205,368	-	-	-	-	-	205,368
VI - AOA Security Improvement	44,713	-	-	-	-	-	44,713
VII - Apron Rehab - Phase II	129,484	-	-	-	-	-	129,484
VIII - Administrative Costs	29,828	-	-	-	-	-	29,828
	<u>465,889</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>465,889</u>
Application 18-08-C-00-BPT							
I - Runway 12-30 Design and Recon	-	-	-	-	-	-	-
II - 2015 PFC Application and Admin Cost	19,000	-	-	-	-	-	19,000
III - Taxiway D - Design and Recon	-	-	-	76,459	-	76,459	76,459
IV - Update Airport Master Plan	-	15,900	-	-	-	15,900	15,900
V - Runway Safety Area	2,220	-	-	14,171	-	14,171	16,391
VI - Runway 16-34 Rehab	-	-	-	-	31,267	31,267	31,267
VII - ARFF Equipment	22,698	-	-	-	-	-	22,698
	<u>43,918</u>	<u>15,900</u>	<u>-</u>	<u>90,630</u>	<u>31,267</u>	<u>137,797</u>	<u>181,715</u>
Total Disbursements	<u>639,699</u>	<u>15,900</u>	<u>-</u>	<u>90,630</u>	<u>31,267</u>	<u>137,797</u>	<u>777,496</u>
Excess (Deficiency)	<u>\$ 726,673</u>	<u>\$ 20,094</u>	<u>\$ 30,602</u>	<u>\$ (57,537)</u>	<u>\$ 2,003</u>	<u>\$ (4,838)</u>	<u>\$ 721,835</u>

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

JEFFERSON COUNTY, TEXAS
NOTE TO SCHEDULE OF EXPENDITURES
OF PASSENGER FACILITY CHARGES
YEAR ENDED SEPTEMBER 30, 2019

BASIS OF PRESENTATION

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

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

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

The Honorable County Judge and
 Commissioners Court
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Jefferson County, Texas (the "County"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise County's basic financial statements, and have issued our report thereon dated March 13, 2020.

Internal Control Over Financial Reporting

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

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

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

The Honorable County Judge and
Commissioners Court
Jefferson County, Texas

Compliance and Other Matters

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

Purpose of this Report

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

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Houston, Texas
March 13, 2020



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

LEGAL NOTICE

Advertisement for Request for Proposal

April 14, 2020

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for RFP 20-015/JW, Grant Administration and Management Services for Community Development Block Grant – Mitigation (CDBG-MIT) 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.**

Jefferson County plans to apply for Community Development Block Grant - Mitigation (CDBG-MIT) funding from the Texas General Land Office (GLO) and is soliciting proposals to provide administration and/or planning services for CDBG-MIT contract(s), if awarded. The County reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s).

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. Offerors shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors 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. Offerors are invited to attend the sealed proposal opening.

PROPOSAL NAME: Grant Administration and Management Services for Community Development Block Grant – Mitigation (CDBG-MIT) for Jefferson County

PROPOSAL NO: RFP 20-015/JW

DUE DATE/TIME: 11:00 AM CT, Wednesday, May 20, 2020

**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 Jamey West, Assistant Purchasing Agent at 409-835-8593 or jwest@co.jefferson.tx.us.

Jefferson County encourages Disadvantaged Business Enterprises, Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Women-Owned Business Enterprises, and Labor Surplus Area firms to participate in the proposal 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. The County is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición. 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.

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

Publish: Beaumont Enterprise & Port Arthur News – April 15, 2020 & April 22, 2020

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Proposal Submissions:

Offeror is responsible for submitting:

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

Additionally, Offeror 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/>

Proposal Submittal Checklist

The Offeror'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.

Offeror shall check each box indicating compliance.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

- ☒ Cover sheet identifying the contract/project being proposed, the name and address of the Offeror, the date of the proposal, and the email address, telephone, and facsimile numbers of Offeror.
- ☒ 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 Offeror is providing or has provided Grant Administration and Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- ☒ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror 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 Offeror 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 moneys under the terms of any agreement(s) relating to such services.
- ☒ **One (1) original and Five (5) proposal copies; with all copies to include a completed copy of this specifications packet, in its entirety.**

Each Offeror 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.

PLEASE READ THE "PROPOSAL SUBMITTAL CHECKLIST" INCLUDED IN THIS PACKAGE.

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

Offeror Must Complete and Return This Page With Offer.

1. Introduction to Offerors

Jefferson County, Texas is seeking to enter into a services contract with a qualified and competent Grant Administration/Management Firm to assist the County in preparing an application for and in the overall management of its proposed CDBG-MIT project(s), if funded by the Texas General Land Office Community Development & Revitalization (GLO).

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. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of the proposal.

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

Offeror 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 Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror 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 Offeror 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 Offeror, or an error or ambiguity that reasonably should have been known to Offeror, then Offeror 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 Offerors 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 Offeror contractually. If the Offeror 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 Offeror 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 Offeror 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 Offeror 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 Contractors 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 Offeror, shall be included in the proposal.

1.12 Compliance with RFP Specifications

It is intended that this RFP describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP may 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>

Offerors are strongly encouraged to review their firm’s SAM (System for Award Management) status prior to Proposal Submission.

1.14 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

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 Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

- (1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.
- (2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR 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) 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, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply 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 the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

(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 (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 (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT 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, its 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>.

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

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply will all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

1.17 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 Offeror. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.18 Withdrawal of Proposal

The Offeror 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 Offeror 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.

1.19 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.

1.20 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 Offeror, and/or to reject any or all proposals. In the event the highest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before Commissioners' Court and present evidence concerning his responsibility.

1.21 Ownership of Proposal

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

1.22 Disqualification of Offeror

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Offeror 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 Offerors.

1.23 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 Offeror 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.

1.24 Assignment

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

1.25 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 Offeror. **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.

1.26 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 Offeror, or if the Offeror 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.

1.27 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 Offeror as inadequate.

1.28 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.

1.29 Loss, Damage, or Claim

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

1.30 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.

1.31 Non-Discrimination

The successful offeror 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.

1.32 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.

1.33 Waiver of Subrogation

Offeror and Offeror'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 Offeror's performance under this agreement.

1.34 Delivery of Proposals

All proposals are to be delivered by 11:00 AM CT, Wednesday, May 20, 2020, to:

Jefferson County Purchasing Department
Attention: Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Courthouse Security: Offerors are advised that all visitors to the Courthouse must pass through Security. Offerors planning to hand deliver proposal 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. Offerors 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

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

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

Proposal Submissions shall be tightly sealed in an opaque envelope or box and plainly marked "SEALED PROPOSAL." The outside of the envelope or box shall also include: Proposal Number, Proposal Name, Proposal Due Date, Offeror's Name and Address; and shall be addressed to the Purchasing Agent.

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

1.35 Proposal 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/request for statement of qualifications submission deadline, the bid/proposal/request 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 proposal 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.

1.36 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.

Questions or requests for additional information must be received in writing via email by 5:00 pm, Monday, May 11, 2020.

Please direct all inquiries for this solicitation to Jamey West, Assistant Purchasing Agent at 409-835-8593 or e-mail at: jwest@co.jefferson.tx.us

1.37 Tentative Schedule of Events

April 14, 2020	Issuance of Request for Proposal
May 11, 2020	Deadline for Questions/Requests for Additional Information
May 20, 2020	Deadline Submission (late proposals will not be considered)
Week of May 25, 2020	Proposals distributed to Evaluation Committee
Week of June 1, 2020	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
Week of June 8, 2020	Conduct Interview/Best and Final Offer/Short List
Week of June 15, 2020	Recommendation for Award

Please note:

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

2. Response Format

2.1 Introduction

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.

2.2 Organization of Proposal Contents

Each proposal must be organized in the manner described below.

- a. Transmittal Letter
- b. Executive Summary
- c. Table of Contents
- d. Offeror Identifying Information
- e. Offeror Personnel and Organization
- f. Project Requirements
- g. Cost Proposal (Utilizing Form Provided on Page 34)
- h. Other information that may be helpful in the evaluation

2.3 Transmittal Letter

The Offeror 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 ninety (90) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than ninety (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Offeror to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Offeror also must indicate, in its transmittal letter, why it believes that it is the most qualified Offeror 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 Offeror takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter.

However, Offeror must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

2.4 Executive Summary

The Offeror must provide an executive summary of its proposal that asserts that the Offeror 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 Offeror must identify any services that are provided beyond those specifically requested. If the Offeror is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Offeror are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Offeror must realize that failure to provide the services specifically required may result in disqualification of the proposal.

2.5 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.

2.6 Offeror Identifying Information

Offerors must provide the following identifying information:

- 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 Offeror's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Offeror's principal contact person regarding all contractual matters relating to this RFP;
- f. The Offeror'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 Offeror (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Offeror, including the ability of the Offeror to perform the functions required by this RFP and to provide those services represented by the Offeror in its response.

2.7 Conflict of Interest

Each Offeror 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 Offeror, 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 Offeror, 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.

Each Offeror must reveal any past or existing relationship between the Offeror, its principal, employees, or any affiliate or subcontractor, with any county agency, entity, county employee, or other person in anyway involved in the county's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest.

By submitting a proposal in response to this RFP, all Offerors 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.

2.8 Confidential/Proprietary Information

If any material in the proposal submission is considered by Offeror to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Offeror), Offeror must clearly mark the applicable pages of Offeror's proposal submission to indicate each claim of confidentiality. Additionally, Offeror 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, Offeror agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Offeror's proposal submission or other information submitted by Offeror.

**FAILURE BY OFFEROR TO INCLUDE ALL LISTED ITEMS
MAY RESULT IN THE REJECTION OF ITS PROPOSAL.**

3. General Response Requirements

3.1 Objective

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.

3.2 Offeror Experience

The successful Offeror 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 Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror 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 Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror 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 Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror'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 Offeror under the contract, and whether the Offeror was the contractor or subcontractor.

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

3.3 Offeror Personnel and Organization

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

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

4. Proposal Submittal Requirements:

The Proposal is due no later than 11:00 AM CT, Wednesday, May 20, 2020, and shall include the following:

- Cover sheet identifying the contract/project being proposed, the name and address of Offeror, the date of the proposal, and the telephone and facsimile numbers of Offeror.
- 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 Offeror is providing or has provided Grant Administration and Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror 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 Offeror 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 moneys under the terms of any agreement(s) relating to such services.
- One (1) original and Five (5) proposal copies; with all copies to include a completed copy of this specifications packet **in its entirety** and any other documentation requested within these specifications, should be mailed or delivered to:

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

- Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.

5. Proposal Evaluation and Selection Process

5.1 Introduction

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.

5.2 Cost Proposal

The Offeror must utilize the form provided (Page 34) 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 the form provided by Offeror that is intended to be a substitute for the form provided may be determined as non-responsive, and may result in the proposal's disqualification.

5.3 Proposal Evaluation and Selection

Prior to the release of proposals, the County will establish an Evaluation Committee.

The Evaluation Committee *may elect* to require an oral presentation from each qualified Offeror of the information contained in their proposal. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying Offeror, and will not represent any decision on the part of the evaluation committee as to the selection of a successful Offeror.

Upon completion of their review and any oral presentations, the Evaluation Committee will convene one or more times to discuss the proposals as a group. Each Evaluation Committee member will individually score each proposal independently. Jefferson County Purchasing Department will collect all scores and aggregate the scores of all Committee members. The Purchasing Department will then prepare a report identifying the proposal that scored the highest in the selection process according to the evaluation criteria described in this RFP and

Upon the selection of an apparent successful Offeror, the Court shall appoint the Purchasing Agent to proceed with contract negotiations and attempt to finalize a written contract with the apparent successful Offeror. If a contract cannot be successfully negotiated within a reasonable period of time, negotiations will be terminated, and negotiations with the next highest-ranking Offeror may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, the County may, in its sole judgment and at any time upon failure of negotiations, choose to reissue or withdraw the RFP rather than continue with negotiations. A notice of award will be sent to all Offeror s immediately following execution of a written contract.

Key staff of the County will be available to the successful Offeror on a reasonable basis, but may not be available on holidays or weekends.

RFP for Administration Professional Services Scope of Work & Special Requirements

Jefferson County plans to apply for Community Development Block Grant - Mitigation (CDBG-MIT) funding from the Texas General Land Office (GLO) and is soliciting proposals to provide administration and/or planning services for CDBG-MIT contract(s), if awarded. The County reserves the right to negotiate with any and all individuals or firms that submit proposals and may award one or more contracts to one or more service provider(s).

I. Scope of Work

Administration Services

A sample detailed Scope of Services for CDBG administration services provided by the GLO is enclosed in this specifications packet. The administration service provider to be hired will provide application and contract-related management services, including but not limited to the following areas:

Pre-Funding Services*

Provider will assist in developing project scope(s) and complete CDBG-MIT application(s). The provider will work with the local government and Engineer, if applicable, to provide the concise information needed for submission of one or more complete CDBG-MIT funding applications and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Provider will administer and provide activity delivery of infrastructure, utilities, housing, and eligible projects approved for CDBG-MIT funding. The selected service provider must follow all requirements of the HUD CDBG-MIT program as administered by the GLO.

General Administration Services

- Administrative Duties
- Construction Management
- Acquisition Duties (as necessary)
- Buyout Duties (as necessary)
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

**Pre-funding services are generally ineligible for CDBG-MIT reimbursement.*

II. Statement of Qualifications

The County is seeking qualified professional administration service providers experienced in grant application preparation, and administration/activity delivery. Please provide the following as it relates to your qualifications:

- A brief history of the service provider, including general background, knowledge of and experience working with relevant agencies and programs;
- Related experience in applying for and managing federally-funded local projects, in particular recent experience;

- A description of work performance and experience with CDBG, CDBG Disaster Recovery, FEMA Hazard Mitigation or similar projects including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance;
- Describe which specific parts of the Scope of Work the service provider proposes to perform;
- Describe the capacity to perform the chosen Scope of Work activities as well as resumes of all employees who may be assigned to provide services if your firm is selected, identifying current employees and proposed hires; and
- A statement substantiating the resources of the service provider and the ability to carry out the scope of work requested within the proposed timeline.
- Proposed Cost of Services

Provide your cost proposal to accomplish the scope of work by activity or to complete a specific service outlined above and for any additional services required using the Cost of Services page(s) included in this packet: Required RFP Forms. The specific projects and grant amounts are yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided.

The local government will consider 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. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Service providers may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the service provider(s) providing the best value, cost and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.

III. Evaluation Criteria

The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	100

IV. Submission Requirements

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest** (if any) the service provider or key employees may have regarding these services, and a plan for mitigating the conflict(s). Note that Jefferson County may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.** Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as the its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ**, (enclosed). Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.
- **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295**, (enclosed). Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions.** Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
- 1. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Houston MBDA Business Center
 2302 Fannin Street, Suite 165, Houston, TX 77002
[713-718-8974](tel:713-718-8974)
<https://www.hccs.edu/hcc-in-the-community/entrepreneurial-initiatives/mbda/>

Dallas-Fort Worth MBDA Business Center
 8828 N Stemmons Freeway - Ste 550-B, Dallas, TX 75247
 214-920-2436
<http://www.mbdadfw.com/>

San Antonio MBDA Business Center
 501 W César E Chávez Blvd, San Antonio, TX 78207
 210-458-2480
<https://sanantoniombdacenter.com/>

MBDA Business Center – El Paso
 c/o El Paso Hispanic Chamber of Commerce
 2401 E. Missouri Ave.
 El Paso, TX 79903
 915-351-6232 ext. 19
<https://ephcc.org/blog/growing-my-existing-business/our-mbda-business-center/>

Small and woman-owned businesses may be eligible for assistance from SBA Women's Business Centers:

Houston Women's Business Council, Inc.
[9800 Northwest Freeway, Suite 120, Houston, TX 77018](https://www.wbca-texas.org/)
[713-681-9232](tel:713-681-9232)
wbc@wbea-texas.org

LiftFund - Dallas Fort Worth Women's Business Center
[8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247](https://www.liftfund.com/)
[888-215-2373](tel:888-215-2373)
wbcdfw@liftfund.com

LiftFund - San Antonio Women's Business Center
[600 Soledad St., San Antonio, TX 78205](https://www.liftfund.com/)
[888-215-2373](tel:888-215-2373)
wbc@liftfund.com

SBA also provides assistance at Small Business Development Centers located across Texas:
<https://americassbdc.org/small-business-consulting-and-training/find-your-sbdc/>

SCOPE OF SERVICES

Administration Services

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-MIT projects. Respondents may be qualified to provide Grant Administration services for one or more programs or services (environmental, acquisition/buyout, general administration, etc.) Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the CDBG-MIT projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application(s). The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete CDBG-MIT funding application(s) and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will provide Grant Administration Services required to complete infrastructure, acquisition/buyout, housing and other eligible projects approved for CDBG-MIT funding. The selected service provider must follow all requirements of the Texas CDBG-MIT program.

Grant Administration Services

a) General Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiii. Submit change requests and all required documentation related to any change requests.
- xiv. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- xv. May assist in public hearings.
- xvi. Will work with GLO's system of record.
- xvii. Provide monthly project status updates.
- xviii. Funding release will be based on deliverables identified in the contract.
- xix. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.

- d. Maintain document files to support compliance.
 - xx. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for program funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
 - e. Implementation and coordination of Section 504 requirements.
 - f. Program compliance.
 - g. Ensure that fraud prevention and abuse practices are in place and being implemented.
 - h. Prepare and submit all closeout documents.
 - i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
 - j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.
 - xxi. Perform any other administrative duty required to deliver the project.
- b) Construction Management
- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
 - ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
 - iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
 - iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
 - v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
 - vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the GLO.
 - vii. Reassignment scope alignment (if necessary).
- c) Acquisition Duties:
- i. Submit acquisition reports and related documents.
 - ii. Establish acquisition files (if necessary).
 - iii. Complete acquisition activities (if necessary).
- d) Buyout Duties (as necessary):
- i. Project planning, design, and startup
 - Assist subrecipient with procuring necessary vendors including appraiser, title vendor, and demolition contractor.
 - Develop sub-recipient's Policy and Procedure Manual ("Program Guidelines"), and manage subsequent public comment process.
 - ii. Property owner notifications
 - Generate and send required mailings to owners and tenants of each parcel targeted for buyout/acquisition.
 - Handle subsequent communication with owners and tenants while developing a contact log for future outreach.
 - iii. Intake meetings
 - Advertise, schedule, and conduct intake with interested homeowners. During intake meetings case managers will collect all available documentation necessary to determine eligibility.

- If there are tenants living in the property, case manager will send them General Information Notices to inform them of the program and their rights.
 - iv. Eligibility verification
 - Management staff will review all intake documentation and verify eligibility.
 - If applicable, firm will verify duplicative benefits (DOB) and calculate eligible receipts.
 - Maintain applicant data in a secure system of record and comply with all record-keeping requirements of the General Land Office.
 - v. Environmental reviews and site specific clearances
 - Conduct all required environmental reviews (Tier I and Tier II) and generate environmental clearance reports for each applicant file.
 - vi. Offer package generation, approval, and mailing
 - Notify subrecipient that offer packages are ready, and use independently procured appraisals to determine the fair market value of buyout properties.
 - Generate and mail offer packages upon the subrecipient approval.
 - vii. Offer meeting
 - Schedule and conduct offer meetings with property owners to discuss their options; accept, appeal or decline.
 - If the owner decides to appeal, the case manager will provide advisory services to guide owner through appeal process.
 - If the owner accepts, a contract of sale will be signed at the offer meeting.
 - viii. Closing
 - Coordinate with property owner and subrecipient's procured title company to ensure the clear passage of title.
 - Assist property owner with relocation arrangements and schedule real estate closing.
 - ix. Draw/funding requests
 - Assist subrecipient with GLO draw requests, funding requests, wire tracking, and coordinating program activities to align with funding schedule.
 - x. File, audit, closeout, and demolition
 - Complete final audit to ensure all procedures were properly followed.
 - Transfer physical files to subrecipient and complete remaining data entry.
 - Provide procured demolition contractor with property access.
- e) Environmental Services
- i. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - ii. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
 - i. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - ii. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - iii. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - iv. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - v. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - vi. Complete and submit the environmental review into GLO's system of record;
 - vii. At least one site visit to project location and completion of a field observation report;
 - viii. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
 - ix. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;

- x. Process environmental review and clearance in accordance with NEPA;
- xi. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- xii. Prepare and submit Monthly Status Report; and
- xiii. Participate in regularly scheduled progress meetings.

Administration Professional Services Rating Sheet

Grant Recipient _____ Name of Respondent _____
 Evaluator's Name _____ Date of Rating _____

Rate the Respondent of the Request For Proposal (RFP) 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. Respondents proposing to offer specific services (environmental or buyout only**) will be scored only on those services.**

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	5	_____
2. Related Experience / Background with specific project type (infrastructure, acquisition of property, coordination with regulatory agency, etc.)	5	_____
3. Related experience/background with specific services:		
a. Administrative, construction management, and related acquisition	5	_____
b. Environmental review	5	_____
c. Buyout management (if not applicable score '0')	5	_____
4. References from current/past clients	5	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications / Experience of Staff		
a. Administrative, construction management, and related acquisition	4	_____
b. Environmental review	4	_____
c. Buyout management (if not applicable score '0')	4	_____
2. Present and Projected Workloads	4	_____
3. Demonstrated understanding of scope of the CDBG-MIT Project	4	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
A = Lowest Proposal \$ _____ $A \div B \times 20 = \text{Respondent's Score}$	20	_____
B = Respondent's Proposal \$ _____	20	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<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	_____
Total Score	100	_____

Cost of Services: Administration Services (Infrastructure)

Indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Jefferson County may apply for all, none, or any combination of the CDBG-MIT infrastructure programs listed below (see the Administration Services—Description of Programs in this RFP) and choose one or more service providers to implement awarded activities.

Maximum amount of grant funds firm is able and/or willing to manage:

\$ _____.

Indicate pricing for any/all CDBG-MIT programs for which firm is able and/or willing to provide specified services at the level of the total award amount.

Proposed Cost to Provide All Grant Administration Services

General Administrative, Environmental, Construction Mgt, related
Acquisition Duties (Not Buyout)

Program	Total Award Amount				
	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)					
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> Regional Mitigation (for declared counties)			N/A	N/A	

Proposed Cost to Provide General Administrative, Construction Management, related Acquisition Duties Only (not Buyout)

Program	Total Award Amount				
	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)					
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> Regional Mitigation (for declared counties)			N/A	N/A	

Proposed Cost to Provide Environmental Services Only

Program	Total Award Amount				
	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)					
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> Regional Mitigation (for declared counties)			N/A	N/A	

Proposed Cost to Provide Buyout Services Only (as needed--in addition to any of the above Service Fees)

Program	Total Award Amount				
	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)					
<input type="checkbox"/> 2015 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> 2016 Floods Mitigation (for declared counties)			N/A	N/A	
<input type="checkbox"/> Regional Mitigation (for declared counties)			N/A	N/A	

Offeror Must Complete and Return This Page With Offer.

Insert Certificate of Insurance

Insert System for Award Management (SAM) record search for company name and company principal

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: _____

Offeror Must Complete and Return This Page With Offer.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

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: _____

Offeror Must Complete and Return This Page With Offer.

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

This offer shall remain in effect for ninety (90) days from proposal 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 Proposal, Conditions of Request for Proposal, 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 proposal in collusion with any other Offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other Offeror or to any other person(s) engaged in this type of business prior to the official opening of this proposal. And further, that neither the Offeror 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 proposal or not to submit a proposal thereon.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Offeror (Entity Name)</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Signature</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Street & Mailing Address</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">City, State & Zip</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Date Signed</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Telephone Number</div>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Fax Number</div>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">E-mail Address</div>	

Offeror Must Complete and Return This Page With Offer.

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.</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 <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
1 Name of vendor who has a business relationship with local governmental entity.	<div style="border: 1px solid black; height: 150px; width: 100%;"></div>	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <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>		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </div> <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> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>		
4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin: 0 auto;"></div> Signature of vendor doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin: 0 auto;"></div> Date </div> </div>		

Adopted 8/7/2015

Offeror Must Complete and Return This Page With Offer.

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).	
<div style="display: flex; justify-content: space-between;"> <div>Date Gift Accepted _____</div> <div>Description of Gift _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Date Gift Accepted _____</div> <div>Description of Gift _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Date Gift Accepted _____</div> <div>Description of Gift _____</div> </div> <p style="text-align: center; margin-top: 10px;">(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> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <p style="margin-top: 20px;">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> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>		

Adopted 8/7/2015

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

Offeror Must Complete and Return This Page With Offer.

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

(To be completed by awarded vendor)

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.		<div style="border: 2px solid black; padding: 5px;"> OFFICE USE ONLY </div>																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		<div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;"> Must file online at www.ethics.state.tx.us/File </div>																	
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 <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Interested Party	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td><td style="height: 20px;"></td></tr> </tbody> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is NO Interested Party. <input type="checkbox"/>																			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> (month) (year) </div> <div style="text-align: center; margin-top: 20px;"> _____ 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

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>	<u>Chapter 176</u> of the Local Government Code

	<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>	
>\$10,000	<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</p>	<p>2 CFR 200 APPENDIX II(B)</p>

	<p>by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</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>	
>\$50,000	<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>

Option Contract Language for Procurement before Grant Funds Awarded	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.	2 CFR 200.319(a)
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Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p>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.”</p> <p>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(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:</p> <p>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:</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,</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

	<p>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.</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>	
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(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 (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.

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

	<p>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.</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>	
>\$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>	24 CFR §135.38

	<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>	
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Construction Contracts

THRESHOLD	PROVISION	CITATION
>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act	<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>	
>\$2,000 (Satisfied with inclusion of HUD 4010)	<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>	2 CFR 200 APPENDIX II (D)
>\$10,000	<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</i></p>	41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

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.”

Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:

§60-1.4(b) Equal opportunity clause.

(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:

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:

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 considerations for employment without regard to race, color,

	<p>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 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</p>	
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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.

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.

	<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>	
≥\$100,000	<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</p> <p>(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 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</p>	<p>2 CFR 200 APPENDIX II (E)</p>

	<p>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>	
>\$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</p>	24 CFR §135.38

	<p>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>	
>\$150,000	<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>

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 . . .

- | | | |
|------------------------------|-----------------------------|---|
| <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

Offeror Must Complete and Return This Page 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/sub-consultants 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/Sub-consultant 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

Offeror Must Complete and Return This Page 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/sub-consultants in the fulfillment of this contract (if awarded).

☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____

Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip
--------	------	-------	-----

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

HUB SUBCONTRACTOR DISCLOSURE

(Duplicate as Needed)

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:

Offeror Must Complete and Return This Page 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.

Offeror Must Complete and Return This Page 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

Bidder Shall Return Completed Form with Offer.

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____.

Notary Public in and for
the State of _____

Offeror Must Complete and Return This Page With Offer.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

April 14, 2020

Request for Statements of Qualification (RFQ 20-016/JW)

**"On Call" Professional Airport Planning Services, Airport Master Plan Update,
and Environmental Analysis for the Jack Brooks Regional Airport**

Dear Vendors:

You are invited to submit a statement of qualifications in accordance with RFQ 20-016/JW, "On Call" Professional Airport Planning Services, Airport Master Plan Update, and Environmental Analysis for the Jack Brooks Regional Airport. Jefferson County is requesting statements of qualifications from qualified consulting firms or teams to provide "on call" professional airport planning services, development of a comprehensive Airport Master Plan Update, and related Environmental Analysis for the Jack Brooks Regional Airport.

All interested individuals and firms should obtain a "Request for Qualifications" packet from the Jefferson County website at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by a Review/Selection Committee. The Review/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 (6) six copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Friday, May 1, 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 Conference Room, 1149 Pearl Street (5th Floor, Historic Courthouse) 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 jwest@co.jefferson.tx.us

REQUEST NAME: "On Call" Professional Airport Planning Services, Airport Master Plan Update,
and Environmental Analysis for the Jack Brooks Regional Airport

REQUEST NO. : RFQ 20-016/JW

DUE DATE/TIME: 11:00 am CT, Friday, May 1, 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,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

Published: Beaumont Enterprise and Port Arthur News: April 15, 2020 & April 22, 2020

RFQ 20-016/JW

“On Call” Professional Airport Planning Services, Airport Master Plan Update, and Environmental Analysis for the Jack Brooks Regional Airport

Section 1. Introduction and Purpose:

Jefferson County is requesting statements of qualifications and experience from all qualified firms or teams desiring to provide professional Airport Planning Services for the County as the need for these services arises. The range of services to provide will be broad and will involve providing “On Call” Professional Airport Planning Services, an Airport Master Plan Update, and an Environmental Analysis for the Jack Brooks Regional Airport.

This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of airport planning services as need arises. A contract will be signed for individual projects, depending on the type of project and cost of the work.

Section 2. Procedure

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. The Purchasing Agent will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. 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 a given project. The Purchasing agent will also 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 four (4) 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. Project Background and Description & Scope of Services

Jefferson County, Texas is seeking a qualified consulting firm or team to provide “On Call” professional airport planning services and for the development of a comprehensive **Airport Master Plan Update and related Environmental Analysis** for Jack Brooks Regional Airport (BPT).

BPT is a Non-Hub, Commercial Service Airport consisting of approximately 1,180 acres located near the City of Nederland, Texas and the unincorporated community of Beauxart Gardens, Texas. Jefferson County is soliciting Statements of Qualifications (SOQ) from interested and qualified airport planning consultants for “On Call” airport planning services for the next five (5) years, in accordance with FAA Advisory Circular (AC) 150/5100 – 14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant

Projects. The desired planning services and the necessary planning assignments include, but are not limited to the following:

- A comprehensive Airport Master Plan Update
- A updated Airport Layout Plan
- Environmental planning and analysis (examples include environmental planning for the master planning process, environmental assessments, and categorical exclusions in accordance with FAA Orders and Advisory Circulars)
- FAA AIP grant preparation and administration
- Preparation of AIP required supporting document (examples include DBE plans, PFC applications, etc.)
- Air service development studies, marketing plans, and related documents

These planning assignments are needed to help guide the development of Jack Brooks Regional Airport (BPT) over the next 20 years.

A. Project Background and Description

Ensuring safe and efficient airfield operations and the improvement of domestic passenger service at BPT are key objectives of Jefferson County. The first planned project for the selected “On Call” planning firm or team is an update to the Airport Master Plan.

The Master Plan will address short, medium, and long-range facility requirements. All solutions will require phasing alternatives with clearly defined triggers and should be comprehensive, efficient, flexible, and supported by a financial plan demonstrating cost- efficiency. The Airport Master Plan should also seek to maximize aeronautical and non- aeronautical revenue through identification of land use opportunities and constraints.

This includes documentation and assessment of vacant land, underused parcels, and existing aeronautical and non-aeronautical buildings.

The Airport Master Plan Update project will be funded by Federal Aviation Administration (FAA) grants as part of the Airport Improvement Plan (AIP). Therefore, the Project shall be conducted in accordance with FAA Advisory Circulars (AC) and other applicable federal, state, and local requirements including but not limited to AC 150/5070-6B *Airport Master Plans*, AC 150/5300-13, *Airport Design*, AC 150/5300-16, *Aeronautical Surveying*, AC 150/5300-17, *Airport Imagery*, and AC 150/5300-18, *Geographic Information System (GI) Standards*.

B. Scope of Services

Jefferson County intends to complete a high-quality, cost-effective Master Plan in 12-18 months after this award. The interested planning firm or team is encouraged to use existing BPT studies and documents that will be made available to the extent practical during final scoping and negotiations. Some of those studies include:

- FAA Terminal Area Forecast
- BPT Master Plan Initial Needs Determination
- Existing Airport Layout Drawing
- Exhibit A Land Map
- Passenger, Operations, Air Cargo Data
- Wildlife Hazard Management Plan

The scope of services will include, but not be limited to the following:

1. Inventory of existing conditions:

- a. Airport Facilities (airside, terminal, and landside)
- b. Aviation Activity
- c. Environmental Issues
- d. Land Use, Zoning, and Other Local & Regional Planning Studies
- e. Roads and Ground Traffic
- f. Utilities

2. Aviation Forecasts – Refine recently completed forecasts for:

- a. General Aviation Activity
- b. Air Carrier Activity
- c. Cargo Activity
- d. Military Activity

3. Facility Requirements – Assess the ability of the existing airport, both airside and landside, to support the forecasted demand. Identify the demand levels that will trigger the need for facility additions or improvements and estimate the extent of new facilities that may be required to meet that demand including but not limited to building infrastructure, utilities, and land assets.

4. Alternatives Development and Evaluation – Identify options to meet projected facility requirements and alternative configurations for each major airport component. Assess the expected performance of each alternative against the selected evaluation criteria, including its operational, environmental, and financial impacts. Based on this assessment, provide recommended development alternatives and triggers for their implementation. Some alternatives will focus on enhancing/maximizing revenue producing opportunities. Alternatives will address short (5 year), medium (10 year) and long range (20 year) facility requirements.

5. Environmental Considerations – Determine the Federal and State environmental requirements needed to move forward with each project in the recommended development program.

6. Airport Layout Plan – A new Airport Layout Plan (ALP) shall be prepared according to FAA Advisory Circulars and other applicable documents. A new Exhibit A property map should also be prepared according to FAA Advisory Circulars and other applicable documents. The ALP update should include an aeronautical survey and development of new planimetric data that meets FAA standards. The ALP process should include submittal of data to the Airports Geographic Information System (A-GIS) and delivery of data in both digital and paper format to Jefferson County.

7. Financial Feasibility Analysis – Identify the financial plan for BPT, and the means by which Jefferson County can finance the projects recommended in the master plan update. Demonstrate the financial feasibility of each project or program element.

8. Community Outreach/Stakeholder Input Facilitation – Since the long-range development of BPT will have an impact on the surrounding community, opportunities for public involvement throughout the process will be critical to the success of this Project. The selected planning firm or team will need to utilize traditional marketing methods and digital tools, such as the airport website at www.flysetx.com, and potentially other public websites, during the Master Plan Update project. Jefferson County encourages teams to submit creative ideas and solutions in order to garner robust and effective public participation.

Additional Information Available: Copies of the current Airport Layout Plan and Wildlife Hazard Plan are available upon request. Please contact Alex Rupp, Airport Director at arupp@co.jefferson.tx.us to obtain copies of these plans.

Section 5. Submittal Content

Firms desiring to be considered for Airport Planning Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated.

Jefferson County encourages succinct responses and therefore would expect submittals to include no more than (30) pages of text; excluding the front and back covers, dividers, cover sheet, table of contents, and a letter of introduction (maximum two pages).

Note: A completed copy of this specifications packet (in its entirety) is also to be included in each response copy submitted; to include the original and (6) six copies. These pages will not count towards the (30) page response limit noted above.

The Statement of Qualifications (SOQ) shall include the following required information:

1. A cover with the name and address of the Consultant and titled "Statement of Qualifications, Professional Airport Planning Services, Jack Brooks Regional Airport" in response to Jefferson County (RFQ 20-016/JW).
2. Name of the firm desiring to contract with the County.
3. Firm's local address.
4. Firm's corporate or main office address.
5. Number of years the firm has been in business.
6. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
7. Firm's organization chart.
8. A letter signed by the Consultant's contact person expressing interest and capability to perform the work.
9. 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.
10. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
11. Succinct description of the team organizational structure, including a chart identifying the Principals, Project Manager, key personnel, sub-consultants, and responsibilities of team members;
12. Qualifications of individuals who will be assigned to the Project with their experience on airport projects comparable to the Project;
13. Description of the Project approach, preliminary work plan, public outreach plan, and the 12-18-month timeline;
14. Specialized experience required to perform services;
15. Past performance on projects of similar complexity and type;
16. Present work load of the staff assigned to the Project;
17. Description of specific resources to be used to provide such services;
18. A description of representative work accomplished for all jobs within the past five (5) years.
19. A detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.

20. Description of reasons why the firm would be uniquely qualified to provide Airport Planning Services to Jefferson County.
21. Description of any unique services offered by your firm.
22. A list of three or more professional references of current and/or past clients (other than Jefferson County), who have contracted the types of work the firm is offering to perform. A reference form is included on Page 17 of this package.

Submittal shall also include:

1. Acknowledgement of compliance with the applicable DBE and civil rights policies;
2. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

Section 6. Selection Process and Criteria for Review of Statement of Qualifications

The selection process is a Qualifications Based Selection (QBS) using the information contained in the Statement of Qualification (SOQ). A selection committee from Jefferson County will review the submittals. Depending upon the number and qualifications of respondents, Jefferson County may select directly from the Statement of Qualifications or may develop a shortlist of firms and invite them to interview for the final selection. The decision as to the process, timing, and selection will be at the discretion of Jefferson County. The following professional firms or teams are encouraged to apply for consideration:

- Planning firms or teams with experience in similar types of projects as described in the scope of services.
- Planning firms or teams that will be available to meet with Jefferson County on a consistent basis.
- Planning firms or teams that are available to commence services immediately upon contract award.

The following criteria will be used in screening, ranking, and selecting the successful firm:

- 1. Qualifications of the Firm: (25%):** Preference shall be given to those firms with experience in airport architectural, engineering, planning, and environmental analysis related to the scope of services.
- 2. Qualifications of the Project Team (Key Staff) (35%):** Preference shall be given to those with key staff experience in items listed in the above scope of services and any familiarity with the region.
- 3. Experience in Working with State and FAA Regulations and Procedures (10%):** Preference shall be given to project teams whose personnel have demonstrated working relationship with the State and FAA, and possesses a thorough understanding of FAA rules and regulations regarding design and development of airports similar to Jack Brooks Regional Airport (BPT).
- 4. Project Understanding (30%):** Preference shall be given to those firms which have a comprehensive understanding of the project requirements and environment.

A. Selection of the consultant

It is the intent of Jefferson County to appoint a committee to review the Statements of Qualifications submitted and rank the qualified firms. The short-listed consultants shall be notified at least 14 days prior to the interview date, if interview is deemed necessary.

All unsuccessful firms will be notified in writing no later than 10 days after selection. Jefferson County reserves the right to reject any and all submissions to this RFQ, request clarifications, or waive informalities/technicalities, if it is deemed in the best interest of Jefferson County. Jefferson County assumes no responsibility for costs incurred in responding to this RFQ. In accordance with FAA selection procedures, all selections should be qualification based. No overhead rate, fees, or any cost information should be identified as part of this submission.

B. Civil Rights

Title VI Solicitation Notice: The Jack Brooks Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full and fair opportunity to submit statements of qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Submittal Requirements

Respondents are responsible for submitting:

- One (1) *original* response copy to include a completed copy of this specifications packet, in its entirety.
- Six (6) numbered response *copies* to include at a minimum all pages requiring completion and/or marked with instructions to be returned with response submission and any other documentation requested within these specifications.

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, Friday, May 1, 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.

Section 7. Additional Airport Information

A. DBE Program

Jefferson County has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 for the Jack Brooks Regional Airport. The Owner has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Owner has signed an assurance that it will comply with 49 CFR Part 26.

Jefferson County and the Jack Brooks Regional Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Megan Landry is the designated DBE Liaison Officer (DBELO). For questions regarding the Airport's DBE Program, Mrs. Landry can be reached at 409-719-4900 or mlandry@co.jefferson.tx.us.

Goal Period: FY-2019 – 2021 (October 1, 2018 through September 30, 2021)

The Jack Brooks Regional Airport has calculated year-by-year Disadvantaged Business Enterprise (DBE) goals for 2019, 2020, and 2021. The goal calculations are attached to this overall goal summary. Each individual year's anticipated DOT-assisted contract amounts and DBE goals are represented below and are included in the calculation documentation for each individual year in the next three attachments. The overall DBE goal for the next three year period is an average of these goals and is set at 2.00% percent (median goal).

FY 2019 Anticipated DOT-assisted contract amount: \$300,000

DBE Goal: 2.00%

Design/Administration/Support = \$300,000 (100%)

Construction = \$0

Total dollar amount to be expended on DBE's: \$6,000

Design/Administration/Support = \$6,000 (2.00%)

Construction = \$0 (0%)

Describe the Number and Type of Projects for DBE goal calculations:

FY19: Design Taxiway A (RW 12 to TW B)

FY19: Design Lighting System Upgrade

FY19: Design Passenger Boarding Bridge

FY19: Design Vault Repackage

FY19: Planning Master Plan for Primary Shift

FY 2020 Anticipated DOT-assisted contract amount: \$1,000,000

DBE Goal: 4.81%

Design/Administration/Support = \$0 (0%)

Construction = \$1,000,000 (100%)

Total dollar amount to be expended on DBE's: \$48,100

Design/Administration/Support = \$0 (0%)

Construction = \$48,100 (100%)

Describe the Number and Type of Projects for DBE goal calculations:

FY20: Construction Taxiway A (RW 12 to TW B)

FY20: Construction Lighting System

FY 2021 Anticipated DOT-assisted contract amount: \$1,040,000 DBE Goal: 1.95%

Design/Administration/Support = \$240,000 (23.08%)

Construction = \$800,000 (76.92%)

Total dollar amount to be expended on DBE's: \$20,280

Design/Administration/Support = \$4,664 (23.08 %)

Construction = \$15,616 (76.92%)

Describe the Number and Type of Projects for DBE goal calculations:

1. FY21: Equipment Passenger Boarding Bridge
2. FY21: Construction Vault Replacement
3. FY21: Design Drainage System A & B Repairs & Improvements
4. FY21: Design TW F @ RW 16 tie

Market Area: Beaumont-Port Arthur Metropolitan Statistical Area (MSA) and Jefferson County, Texas

Determination of Market Area: Substantial majority, at least 85% of the contractors and subcontractors come from this area, and at least 85% of the contracting dollars will be spent in this area. Due to FAA guidelines that include materials temperature standards, it is uncommon for contractors utilizing temperature sensitive materials to mobilize crews and goods from more than a 30 minute travel radius at the very maximum. Hence the numbers of DBE firms anticipated to participate in construction projects on the Airport have been limited by their proximity to the Airport and propensity to mobilize and serve our future construction projects. The service by engineering and design professionals was not limited based on proximity to the Airport. DBE service consideration was maintained within the State of Texas and DBEs within or serving the Beaumont-Port Arthur Metropolitan Statistical Area and Jefferson County.

Race Neutral Measures

Jack Brooks Regional Airport estimates that in meeting its overall goal of 2.00%. In the past, the airport has sought to obtain 100% from race neutral measures. However, past goal achievements have fallen short. As a result, the Airport will employ contract goals that is described in the next section.

The following measures, where possible, will be taken by the Airport and Airport Sponsor in an effort to foster race neutral participation to the greatest extent possible on all contracts let for the Airport:

- Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
- Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses obtain bonding and financing);
- Providing technical assistance and other services;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
- Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
- Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low; and
- Ensuring distribution of you DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors and ensuring the current DBE goals are posted on the Airport/Airport Sponsor's webpage

Race Conscious Measures

As indicated previously, RN measures have not proven 100% effective for the Airport to meeting past DBE goals. Jack Brooks Regional Airport will implement contract goals, a race conscious measure in meeting the overall DBE goal. Contract goals will be established so that, over the period that the overall DBE goal applies, they will cumulatively result in meeting any portion of the overall DBE goal that is not projected to be met through the use of RN means. If, at any time during the DBE goal period, the goals are projected to be met and/or exceeded through RC measures, contract goals will be reduced.

The Owner will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. Under 49 CFR Part 26, the Owner need not establish a contract goal on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work and availability of DBE's to perform the particular type of work).

Public Participation and Consultation:

Currently and in the future, Jack Brooks Regional Airport will consult with local minority, women's, general contractor groups, and community organizations to share information on the effects of discrimination on opportunities for DBEs and efforts to establish a level playing field for the participation of DBEs. The airport staff will also receive any and all comments on barriers to DBE participation and suggestions of improvements the Airport can make eliminate such barriers.

On July 26, 2016, Jack Brooks Regional Airport held an open-house meeting for the local business and DBE community. Coordination for this meeting was completed with Jefferson, County, Beaumont Chamber of Commerce, Port Arthur Chamber of Commerce, Nederland Chamber of Commerce, and the Golden Triangle Minority Business Council. Through this coordination a long list of available small businesses and DBE/WBE/HUBs in the Beaumont/Port Arthur metropolitan Statistical Area were identified and invitations for the open-house meeting were sent based on the addresses provided by the aforementioned organizations. During the DBE Open-house brief presentations about Jack Brooks Regional Airport, the DBE Program, and future projects was made to those in attendance. A question and answer session was offered during the meeting. All of the questions asked were focused on the upcoming projects and the amount of paving available and potential for DBE participation. A short list of prime contractors currently or in the recent past having performed construction projects at BPT was discussed. The meeting agenda, attendee roster and presentation materials provided are included in Attachment 12 to the BPT DBE Program.

B. Other

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.

Courthouse Security: Respondents are advised that all visitors to the Courthouse must pass through Security. Respondents planning to hand deliver Statements of Qualifications 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. Respondents 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.

Section 7. Pre-Submittal Meeting

There will NOT be a Pre-submittal Conference for this Request for Qualifications.

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 RFQ 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, Monday, April 27, 2020.

Section 8. Laws and Regulations

The Airport Planning Services Firm/Team must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

Section 9. Insurance

The contractor (including any and all subcontractors as defined in Section 10.1.3 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.

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 10 Below)

Section 10. Workers' Compensation Insurance

10.1 Definitions:

10.1.1 **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.

10.1.2 **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.

10.1.3 **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.

10.2 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.

10.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 6 above.

10.4 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.

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

10.5.1 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

10.5.2 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.

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

10.7 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.

10.8 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.

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

10.9.1 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.

10.9.2 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.

- 10.9.3 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.
- 10.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 10.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 10.9.4.2 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.
- 10.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 10.9.6 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
- 10.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 10.1 – 10.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 10.10 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.
- 10.11 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 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 Airport Planning Firm/Team 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 Airport Planning Firm/Team under contract shall be made available to any individual or organization by the Airport Planning Firm/Team 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>

Respondents are strongly encouraged to review their firm's SAM (System for Award Management) status prior to Qualifications Submission.

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.

8. Federal Emergency Management Agency (FEMA) Mandated Contract Clauses

If applicable to the work and services being performed by CONTRACTOR under the parties' AGREEMENT, the following provisions are adopted and form part of this AGREEMENT:

(A) DAMAGES, 2 CFR §200.326 Appendix II to Part 200 (A)

(1) All work to be performed under this AGREEMENT shall be timely commenced. A breach of this AGREEMENT by Contractor would cause substantial delay in the completion of the required services affecting the safety and welfare of the public.

(2) In the event of Contractor's breach of its performance obligations, County shall have all rights and remedies against Contractor as provided by law.

(B) TERMINATION RIGHTS, 2 CFR §200.326 Appendix II to Part 200 (B)

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give Contractor thirty (30) days prior written notice of termination specifying the portions of the Agreement to be terminated and when such termination will become effective. If only portions of the parties' agreement are terminated, Contractor has the right to withdraw from the parties' Agreement, without adverse action or claims. In the event of a termination for convenience by County, Contractor shall be entitled to payment for all work and services performed by it up to the effective date of such termination.

Termination for Cause: The County may, by written notice of default to Contractor, terminate the parties' Agreement, in whole or in part, if the Contractor fails to satisfactorily perform any provisions of the parties' agreement after a period of ten (10) following Contractor's receipt of a Notice of Deficiency provided by County.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. AGREEMENTOR 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) 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, or national origin.

(3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement 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) 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) 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 for purpose 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 AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT 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) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 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 contractor. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor 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 interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT, 2 CFR §200.326 Appen. II to Part 200 (D)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply 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 the contractor and subcontractor 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 GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

(c) A breach of the AGREEMENT clause above may be grounds for termination of the AGREEMENT, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 2 CFR §200.326 Appendix II to Part 200 (E) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply 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 and its subcontractors shall 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.

(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 (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 (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT, 2 CFR §200.326 Appendix II to Part 200 (F)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT 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 GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT, 2 CFR §200.326 Appendix II to Part 200 (G)

CONTRACTOR shall 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).

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION, 2 CFR §200.326 Appendix II to Part 200 (I)

(1) This AGREEMENT 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, its 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 GOVERNMENT. 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT, 2 CFR §200.326 Appendix II to Part 200 (J)

CONTRACTOR must file with the GOVERNMENT 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. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS, 2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use 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.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this AGREEMENT for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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) CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

N. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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.

Vendor References

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.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

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: _____

Respondent 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

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

MAILING ADDRESS

Notary Public

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

(____) _____
TELEPHONE NUMBER

Respondent Shall Return Completed Form with Offer.

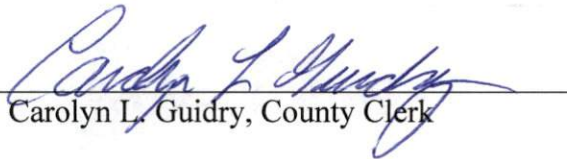
LEASE EXTENSION FOR RFP 14-003/JW
**LEASE OF PROPERTIES ACQUIRED AS A RESULT OF "BUY-
 OUT" (REMAINING AVAILABLE PROPERTIES)**

The County entered into a lease with Levacy Family Partnership, LTD for five (5) years, from July 7, 2014 to July 6, 2019.

Pursuant to the lease, Jefferson County hereby exercises the option to extend the lease for five (5) additional years from July 6, 2019 to July 5, 2024.

ATTEST:

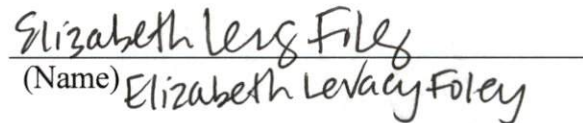
JEFFERSON COUNTY, TEXAS


 Carolyn L. Guidry, County Clerk


 Jeff Branick, County Judge



LEESEE:
 Levacy Family Partnership, LTD


 (Name) Elizabeth Levacy Foley

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 MAPPING

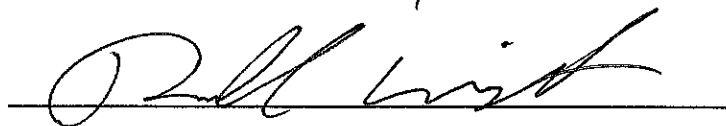
State of Texas

County of Jefferson

On this 2 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas EOC as a (Data Collector/Data Entry/ Mapping). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services collect and manage data as needed; and
2. I will strictly observe the protocol provided to me by EOC and document information provided to me and I will seek the guidance for any questions regarding what I am to prepare from Emergency Management personnel; and
3. I agree to accept **\$25** dollars per hour for my services and that I will work at the EOC as assigned on the days scheduled for me. If I need to reschedule my work time, I will call Robert Grimm in the EOC as early as practicable; and
4. I will, at all times, follow safety protocol for personal protection and sanitization which is outlined for all persons entering the courthouse; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me, if and when same may be deemed necessary; and

Signed this 3rd day of April, 2020



Signature

Printed Contractor name: **Russel Wright**

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner (RN) / LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 20.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020

Shirley Broussard, RN

Signature

Printed Contractor name: Shirley Broussard, RN

AA

app.bon.texas.gov



LICENSURE VERIFICATION

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
111 Guadalupe St-4th
Austin, Texas 78701
Office: (512) 381-7111



Total Funds: 1

✓ SAMPLE 1: John Smith

License Type: REGISTERED NURSE
License Number: 000000
Address: GROVES TX 75840
Issued Date: 9/15/2011
License Status: ✓ CURRENT
Compact License: YES
Expiration Date: 9/31/2021
Back for License: Exam

Current Disciplinary Action: NONE

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner/RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 60 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020

Rachel Bullock

Signature

Printed Contractor name: Rachel Bullock

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

RACHEL RENEE BULLOCK

License Type: REGISTERED NURSE
License Number: 619282
Address: KOUNTZE TX 77625
Issued Date: 6/30/1995
License Status: CURRENT ✓
Compact License: YES
Expiration Date: 7/31/2021 ✓
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

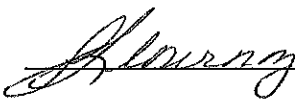
State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner/RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$85.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020

_____

Signature

Printed Contractor name: Georgiana Flournoy

TEXAS BOARD OF NURSING

The Texas Board of Nursing does hereby certify that

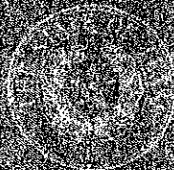
GEORGIANA HEIKENOURNOY

*was declared duly qualified to practice as an Advanced Practice Registered Nurse
in the State of Texas and is authorized to be entitled and known as a*

FAMILY NURSE PRACTITIONER

DATE
Sep 28, 2016

Kathy J. Papp
PRESIDENT



PRESCRIPTION AUTH NUMBER

71465

LICENSE NUMBER

API 32092

Nathaniel A. Nunn
EXECUTIVE DIRECTOR

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

GEORGIANA TURK FLOURNOY

License Type:	REGISTERED NURSE
Address:	NEDERLAND TX 77627
Issued Date:	6/27/2000
License Status:	CURRENT
Compact License:	YES
Expiration Date:	3/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

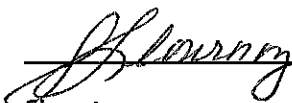
State of Texas

County of Jefferson

On this 31st day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a ~~(Nurse-Practitioner)~~ (RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$ 60.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020


Signature

Printed Contractor name: Georgiana Flournoy

TEXAS BOARD OF NURSING

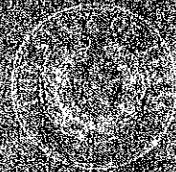
The Texas Board of Nursing does hereby certify that

GEORGINA TURKHEOURNOY

*was declared duly qualified to practice as an Advanced Practice Registered Nurse
in the State of Texas and is authorized to be entitled and known as a*
FAMILY NURSE PRACTITIONER

DATE
Sep 28, 2016

Kathy Japp
PRESIDENT



PRESCRIPTION AUTH NUMBER
31465
LICENSE NUMBER
AP132092

Nathaniel A. Moman
EXECUTIVE DIRECTOR

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

GEORGIANA TURK FLOURNOY

License Type:	REGISTERED NURSE
Address:	NEDERLAND TX 77627
Issued Date:	6/27/2000
License Status:	CURRENT
Compact License:	YES
Expiration Date:	3/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 15th day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner/RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$ 35 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 15th day of April, 2020

Candace Knowles

Signature

Printed Contractor name: Candace Knowles

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400



Total Finds: 1

CANDACE MICHELLE KNOWLES

License Type: VOCATIONAL NURSE
Address: NEDERLAND TX 77627
Issued Date: 1/4/2019
License Status: CURRENT
Compact License: YES
Expiration Date: 10/31/2020
Basis for Licensure: Exam

Current Disciplinary Action: NONE

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 31st day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner) (RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$85.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31st day of March, 2020

Jodi Love, FNP-C

Signature

Printed Contractor name: Jodi Love, FNP-C

TEXAS BOARD OF NURSING

The Texas Board of Nursing does hereby certify that

JODI LOVE

*was declared duly qualified to practice as an Advanced Practice Registered Nurse
in the State of Texas and is authorized to be entitled and known as a
FAMILY NURSE PRACTITIONER*

DATE
Mar 24, 2016

Kathy Shipp

PRESIDENT

LICENSE NUMBER
AP130683

Katherine A. Thomas

EXECUTIVE DIRECTOR

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[FAQs](#)

JODI LOVE

- Resides in: NEDERLAND TX
- APRN License No: AP130683
- *Recognized with TX RN license No: 640965*
- NURSE PRACTITIONER - FAMILY NURSE PRACTITIONER
 - Initial Recognition Date: 3/24/2016
 - Status of Recognition: CURRENT through 5/31/2020
 - ** Prescriptive Authorization for this Recognition Type **
- Rx. Auth. Number: 20195
- Initial Rx. Auth. Date: 3/24/2016
- Status of Rx. Auth.: CURRENT through 5/31/2020

Total Finds: 1



- Verify License
- Renew License
- Check Application Status
- Applications & Forms
- Online Services
- CNE Course Catalog

Updates, News, and Notices

• The Enhanced Nurse Licensure

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 31st day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner) RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$85.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31st day of March, 2020

Lori Martel, ANPC

Signature

Printed Contractor name: LORI MARTEL, ANPC

**AMERICAN ACADEMY OF NURSE PRACTITIONERS
CERTIFICATION BOARD (AANPCB)**

Capitol Station, P.O. Box 12926
Austin, TX 78711
Tel: (512) 637-0500
Fax: (512) 637-0540
www.aanpcert.org

Certification Board

This card validates your certification status.
Use this card to provide evidence of your certification status
to your employer or state board of nursing.

**AMERICAN ACADEMY OF NURSE PRACTITIONERS
CERTIFICATION BOARD**

acknowledges that

Lori Lee Martel, NP-C

has met the requirements for national certification as a

Family Nurse Practitioner

Certification No.: F0115481

Granted from
January 21, 2015 through January 20, 2025

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

LORI LEE MARTEL

License Type:	REGISTERED NURSE
Address:	NOME TX 77629
Issued Date:	6/25/1996
License Status:	CURRENT
Compact License:	YES
Expiration Date:	11/30/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 31st day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner/RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$60.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31st day of March, 2020

Lori Martel, RN

Signature

Printed Contractor name: Lori Martel, RN

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 1

LORI LEE MARTEL

License Type:	REGISTERED NURSE
Address:	NOME TX 77629
Issued Date:	6/25/1996
License Status:	CURRENT
Compact License:	YES
Expiration Date:	11/30/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

**AMERICAN ACADEMY OF NURSE PRACTITIONERS
CERTIFICATION BOARD (AANPCB)**

Capitol Station, P.O. Box 12926
Austin, TX 78711
Tel: (512) 637-0500
Fax: (512) 637-0540
www.aanpcert.org

Certification Board

This card validates your certification status.
Use this card to provide evidence of your certification status
to your employer or state board of nursing.

**AMERICAN ACADEMY OF NURSE PRACTITIONERS
CERTIFICATION BOARD**

acknowledges that

Lori Lee Martel, NP-C

*AMERICAN ACADEMY
OF NURSE PRACTITIONERS*

has met the requirements for national certification as a

Family Nurse Practitioner

Certification No.: F0115481

Granted from

January 21, 2015 through January 20, 2025

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

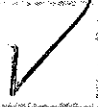
On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$60 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020


Signature

Printed Contractor name: Tammy McCalvey

TAMMY LOU MCCELVEY**License Type:****REGISTERED NURSE****Address:****PORT NECHES TX 77651****Issued Date:****6/17/2008****License Status:****CURRENT****Compact License:****YES****Expiration Date:****12/31/2020****Basis for Licensure:****Exam****Current Disciplinary Action: NONE**[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 TEST SITES

State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 TEST sites as a (Nurse Practitioner RN/LVN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to administer the COVID-19 tests as needed; and
2. I will strictly observe the testing protocol provided to me by the supervisors and document testing information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 60.00 dollars per hour for my services and that I will work at the test center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment protective clothing during the time I am at this work place, other than that provided to me; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020

Lisa Darlene Perkins

Signature

Printed Contractor name: Lisa Darlene Perkins

app.bon.texas.gov — Private

license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

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Total Finds: 6

LISA DARLENE PERKINS**License Type:**

REGISTERED NURSE

Address:

PORT ARTHUR TX 77642

Issued Date:

7/22/2004

License Status:

CURRENT

Compact License:

YES

Expiration Date:

2/28/2022

Basis for Licensure:

Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30⁰⁰ dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020

Michelle Bellot

Signature

Printed Contractor name: Michelle Bellot

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Total Finds: 1

MICHELLE LYNN BELLOT

License Type:	REGISTERED NURSE
Address:	NEDERLAND TX 77627
Issued Date:	7/18/1995
License Status:	CURRENT
Compact License:	YES
Expiration Date:	6/30/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30th day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist RN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30⁰⁰ dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30th day of April, 2020

Kelly Buesing, RN

Printed name: Kelly Buesing, RN

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

KELLY DENISE BUESING

License Type:	REGISTERED NURSE
Address:	LUMBERTON TX 77657
Issued Date:	6/23/2011
License Status:	CURRENT
Compact License:	YES
Expiration Date:	8/31/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020



Signature

Printed Contractor name: Diana Burdick

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Page 1

Total Finds: 3

DAWSHELL PATRICE BUNTING

License Type: REGISTERED NURSE
Address: POWDER SPRINGS GA 30127
Issued Date: 4/12/2011
License Status: INACTIVE
Compact License: NO
Effective Date: 11/13/2019
Basis for Licensure: Endorsement

Current Disciplinary Action: **NONE**

Print Certificate

DEANA KAYE BUNTING

License Type: REGISTERED NURSE
Address: VIDOR TX 77662
Issued Date: 9/21/1998
License Status: CURRENT
Compact License: YES
Expiration Date: 10/31/2020

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER
State of Texas

County of Jefferson

On this 30 day of MARCH, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist ✓). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 15 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of MARCH, 2020

Jenna Butler

Signature

Printed Contractor name: Jenna Butler

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30th day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist ☒). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30- dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30th day of March, 2020

Misty Butler

Signature

Printed Contractor name: Misty Butler

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

MISTY LISETTE BUTLER

License Type:	REGISTERED NURSE
Address:	NEDERLAND TX 77627
Issued Date:	7/20/2010
License Status:	CURRENT
Compact License:	YES
Expiration Date:	1/31/2022
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of March, 2020

CChesson

Signature

Printed Contractor name: Courtney Chesson

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Home](#)

Total Finds: 1

COURTNEY DIANE CHESSON

License Type:	REGISTERED NURSE
Address:	HAMSHIRE TX 77622
Issued Date:	6/26/2012
License Status:	CURRENT
Compact License:	YES
Expiration Date:	12/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020

Michelle L. Coursin

Signature

Printed Contractor name: Michelle L. Coursin

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 1

MICHELLE LEIGH COURSIN

License Type:	VOCATIONAL NURSE
Address:	VIDOR TX 77662
Issued Date:	7/21/2011
License Status:	CURRENT
Compact License:	YES
Expiration Date:	5/31/2020
Basis for Licensure:	Endorsement

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 1st day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 1st day of April, 2020

Jordan DeLore

Signature

Printed Contractor name: Jordan DeLore

- I will invoice you separately from the call on the position that I am scheduled for that shift.

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

LISA JORDAN DELORD

License Type:	VOCATIONAL NURSE
Address:	BUNA TX 77612
Issued Date:	2/6/2019
License Status:	CURRENT
Compact License:	YES
Expiration Date:	12/31/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER


State of Texas

County of Jefferson

On this 31st day of MARCH, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 15 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of MARCH, 2020



Signature

Printed Contractor name: Angelique Fernandez

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 3RD day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist Safety check). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$15⁰⁰ dollars per hour for my services and that I will work at the call station provided to me during the hours of AM a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 3RD day of April, 2020

Fred B. Fontenot
 Printed name: FRED FONTENOT

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 31st day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist _____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31st day of March, 2020

Shernie Fontenot

Signature

Printed Contractor name: Shernie Fontenot

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

SHERRIE MARIE FONTENOT

License Type:	REGISTERED NURSE
Address:	PORT NECHES TX 77651
Issued Date:	1/8/2008
License Status:	CURRENT
Compact License:	YES
Expiration Date:	6/30/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30th day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist for). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020



Signature

Printed Contractor name: Christina Franklin

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 1

CHRISTINA BAUMANN FRANKLIN

License Type:	VOCATIONAL NURSE
Address:	BUNA TX 77615
Issued Date:	9/28/2004
License Status:	CURRENT
Compact License:	YES
Expiration Date:	10/31/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 5th day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 5th day of April, 2020

Tracie Guidry
 Printed name: Tracie Guidry

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

TRACIE RENEE GUIDRY

License Type:	VOCATIONAL NURSE
Address:	PORT ARTHUR TX 77642
Issued Date:	10/1/2003
License Status:	CURRENT
Compact License:	YES
Expiration Date:	5/31/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 2 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30⁰⁰ dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 2 day of April, 2020

Gloria Hernandez
 Printed name: Gloria Hernandez

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 11

GLORIA HERNANDEZ

License Type:	REGISTERED NURSE
Address:	SAN ANTONIO TX 78250
Issued Date:	9/22/1993
License Status:	DELINQUENT
Compact License:	NO
Expired On:	1/31/2019
Basis for Licensure:	Exam
Current Disciplinary Action: NONE	

Print Certificate

GLORIA HERNANDEZ

License Type: REGISTERED NURSE
Address: BEAUMONT TX 77701
Issued Date: 6/27/2019
License Status: CURRENT
Compact License: YES
Expiration Date: 3/31/2022
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

GLORIA ANN HERNANDEZ

License Type: REGISTERED NURSE
Address: PINE CO 80470
Issued Date: 8/27/1968
License Status: INACTIVE
Compact License: NO
Effective Date: 12/9/2002
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

GLORIA ANN HERNANDEZ

License Type: REGISTERED NURSE

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30th day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist _____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30th day of March, 2020

Michelle Hutto

Signature

Printed Contractor name: Michelle Hutto

Board of Nurse Examiners for the State of Texas

The Board of Nurse Examiners for the State of Texas

does hereby certify that

MICHELLE DYANN HUTTO

was declared duly qualified to practice professional nursing in the State of Texas
and is entitled to be styled and known as a

REGISTERED NURSE

DATE

NOV 10, 1998

LICENSE NUMBER

656852

Kenneth W. Lunsance, MS, RN, FAAC
PRESIDENT

Nathaniel A. Norman, MN, RN
EXECUTIVE DIRECTOR

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

MICHELLE D HUTTO

License Type:	REGISTERED NURSE
Address:	SILSBEE TX 77656
Issued Date:	11/10/1998
License Status:	CURRENT
Compact License:	YES
Expiration Date:	10/31/2021
Basis for Licensure:	Endorsement

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 31st day of march, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30.00 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31st day of march, 2020

Darla Jefferson

Signature

Printed Contractor name: Darla Jefferson

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

DARLA JEFFERSON

License Type:	VOCATIONAL NURSE
Address:	NEDERLAND TX 77627
Issued Date:	2/17/2009
License Status:	CURRENT
Compact License:	YES
Expiration Date:	12/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist mg). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30/40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020

Misty Jones

Signature

Printed Contractor name: Misty Jones

mg • I will invoice you separately from the call on the position that I am Scheduled for that shift.

Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

MISTY REBECCA JONES

License Type: REGISTERED NURSE

Address: BOWIE TX 76230

Issued Date: 1/31/2017

License Status: CURRENT

Compact License: YES

Expiration Date: 3/31/2022

Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

MISTY SMART JONES

License Type: REGISTERED NURSE

Address: SOUR LAKE TX 77659

Issued Date: 12/21/1999

License Status: CURRENT

Compact License: YES

Expiration Date: 7/31/2021

Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 5 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 5 day of April, 2020

Amy Landrey RN
 Printed name: Amy Landrey RN

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 2

AMY ELIZABETH LANDRY

License Type:	VOCATIONAL NURSE
Address:	BEAUMONT TX 77705
Issued Date:	2/17/1998
License Status:	DELINQUENT
Compact License:	NO
Expired On:	12/31/2000
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

AMY THIBODEAUX LANDRY

License Type: VOCATIONAL NURSE
Address: BRIDGE CITY TX 77611
Issued Date: 1/29/2008
License Status: CURRENT
Compact License: YES
Expiration Date: 11/30/2020
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

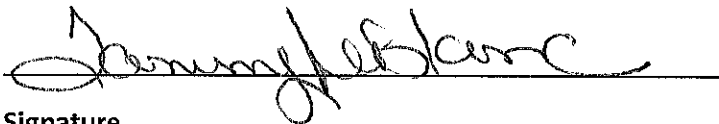
State of Texas

County of Jefferson

On this 1 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 1 day of April, 2020



Signature

Printed Contractor name: Tammy LeBlanc

TAMMY LYNN LeBlanc

253

License Type: VOCATIONAL NURSE
Address: PORT NECHES TX 77651
Issued Date: 10/30/1998
License Status: CURRENT
Compact License: YES
Expiration Date: 1/31/2021
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 1st day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist RL). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 15 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 1st day of April, 2020

Riley Leaux

Signature

Printed Contractor name:

Riley Leaux

gs I will invoice you separately from the call on the position that I am scheduled for that shift.

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 4 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist _____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 15 dollars per hour for my services and that I will work at the call station provided to me during the hours of 7:30 a.m. until 8:00 p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 4 day of April, 2020

Daisy Love
Printed name: Daisy Love

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

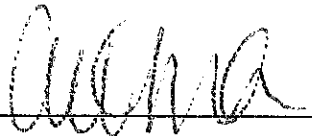
State of Texas

County of Jefferson

On this 30 day of MARCH, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of MARCH, 2020



Signature

Printed Contractor name: ASHLEY MARTIN

- I will invoice you separately from the call on the position that I am Scheduled for that Shift.

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

ASHTEN M MARTIN

APRN License Role and Population Focus: FAMILY NURSE PRACTITIONER

Address: LUMBERTON TX 77657

Issued Date: 3/12/2019

License Status: CURRENT

Expiration Date: 6/30/2020

-- Prescriptive Authorization for this Recognition Type --

Rx. Auth. Number: 29599

Initial Rx. Auth. Date: 3/12/2019

Status of Rx. Auth.: CURRENT through 6/30/2020

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of MARCH, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist SM). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30/40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of MARCH 2020



Signature

Printed Contractor name: Sherry McAdams, RN

SM • I will invoice you separately from the call on the position that I am Scheduled for that shift.

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

SHERRY SANDERS MCCOLLUM

License Type:	REGISTERED NURSE
Address:	LUMBERTON TX 77657
Issued Date:	7/19/1999
License Status:	CURRENT
Compact License:	YES
Expiration Date:	6/30/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30th day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist LMC). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30/40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31st day of March, 2020

LMC

Signature

Printed Contractor name: LMC

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400



Total Finds: 2

LANA DENISE MCGRATH

License Type: REGISTERED NURSE
Address: NEDERLAND TX 77627
Issued Date: 8/26/1991
License Status: CURRENT
Compact License: YES
Expiration Date: 2/28/2021
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

LANA MARIE MCGRATH

License Type: REGISTERED NURSE
Address: NEWTON TX 75966
Issued Date: 9/22/2009
License Status: CURRENT
Compact License: YES
Expiration Date: 2/28/2022

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 4 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist Call). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call station provided to me during the hours of 8:00 a.m. until 8:00 p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 4 day of April, 2020

Chelsea Meeks RN

Printed name: Chelsea Meeks RN

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

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333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

CHELSEA MEEKS

License Type:	REGISTERED NURSE
Address:	NEDERLAND TX 77627
Issued Date:	3/1/2012
License Status:	CURRENT
Compact License:	YES
Expiration Date:	1/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

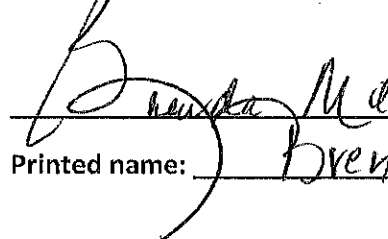
State of Texas

County of Jefferson

On this 4 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call station provided to me during the hours of 7:30 a.m. until 8 p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 4 day of April, 2020


 Printed name: Brenda Milo

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333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

BRENDA JOYCE MILO

License Type:	VOCATIONAL NURSE
Address:	PORT ARTHUR TX 77640
Issued Date:	3/5/1999
License Status:	CURRENT
Compact License:	YES
Expiration Date:	4/30/2022
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 1 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/~~call receptionist~~ PN). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30.20 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 1 day of April, 2020

Amy Morgan

Signature

Printed Contractor name: Amy Morgan

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 5

AMY ELIZABETH MORGAN

License Type: REGISTERED NURSE
Address: LUMBERTON TX 77657
Issued Date: 4/30/2002
License Status: CURRENT
Compact License: YES
Expiration Date: 3/31/2021
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

AMY JANICE MORGAN

License Type: REGISTERED NURSE
Address: KATY TX 77450
Issued Date: 7/18/2000
License Status: CURRENT
Compact License: YES
Expiration Date: 4/30/2020

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist Kp). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020

K. Katrina Parsons

Signature

Printed Contractor name: K. Katrina Parsons

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

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Office: (512) 305-7400

[Print](#)

Total Finds: 1

KARLA KATRINA PARSONS

License Type:	VOCATIONAL NURSE
Address:	BUNA TX 77612
Issued Date:	9/24/1996
License Status:	CURRENT
Compact License:	YES
Expiration Date:	5/31/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 3rd day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 3rd day of April, 2020

B. Penisson

Printed name: Bradley A. Penisson

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

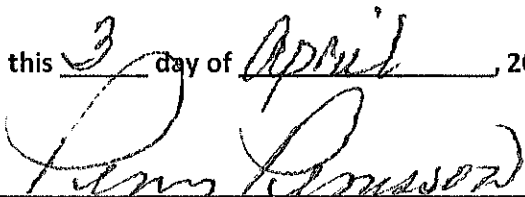
State of Texas

County of Jefferson

On this 3 day of April, 2020 I have ~~offered to provide~~ my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30 dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 3 day of April, 2020



Printed name: PENNY PENNINGTON

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist C.P.). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30/40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020



Signature

Printed Contractor name: Christopher T. Phillips

C.P. • I will invoice you Separately from the Call on the position that I am Scheduled for that Shift.

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 2

CHRISTOPHER JEFFREY PHILLIPS

License Type: REGISTERED NURSE
Address: ALEXANDRIA OH 43001
Issued Date: 9/29/2016
License Status: CURRENT
Compact License: NO
Expiration Date: 8/31/2020
Basis for Licensure: Endorsement

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CHRISTOPHER THOMAS PHILLIPS

License Type: REGISTERED NURSE
Address: VIDOR TX 77662
Issued Date: 7/18/2013
License Status: CURRENT
Compact License: YES
Expiration Date: 8/31/2020

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30th day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call-receptionist). I agree to the following terms and conditions:

Safety check

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 15⁰⁰ dollars per hour for my services and that I will work at the call station provided to me during the hours of _____ a.m. until _____ p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30th day of March, 2020

Marissa Phillips
Printed name: Marissa Phillips

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30.00 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 01 day of April, 2020

Melissa Robinson

Signature

Printed Contractor name: Melissa Robinson

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

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Total Finds: 2

MELISSA DIANE ROBINSON

License Type:	VOCATIONAL NURSE
Address:	BUNA TX 77612
Issued Date:	9/11/2012
License Status:	CURRENT
Compact License:	YES
Expiration Date:	10/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

MELISSA MAE ROBINSON

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 2nd day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist DS). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30.00/\$40.00 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 02 day of April, 2020

Teaka Snell

Signature

Printed Contractor name: Teaka Snell

DS • I will invoice you separately from the call on the position that I am Scheduled for that shift.

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333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

TEAKA SNELL

License Type:	REGISTERED NURSE
Address:	VIDOR TX 77662
Issued Date:	8/3/1998
License Status:	CURRENT
Compact License:	YES
Expiration Date:	4/30/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist JS). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30/40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of MARCH, 2020

James Snodgrass
Signature

Printed Contractor name: James Snodgrass

JS. • I will invoice you separately from the call on the position that I am scheduled for that shift.

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 2

JAMES DANIEL SNODGRASS

License Type:	REGISTERED NURSE
Address:	INGLESIDE TX 78362
Issued Date:	7/28/2009
License Status:	CURRENT
Compact License:	YES
Expiration Date:	9/30/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

JAMES THOMAS SNODGRASS

License Type:	REGISTERED NURSE
Address:	PORT ARTHUR TX 77642
Issued Date:	9/16/2014
License Status:	CURRENT
Compact License:	YES
Expiration Date:	8/31/2021

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

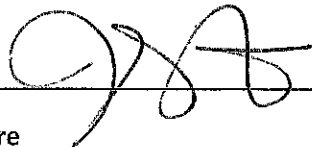
State of Texas

County of Jefferson

On this 31 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist Nurse). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 3 day of March, 2020



Signature

Printed Contractor name: Jennifer Stanley

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Texas Board of Nursing
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Austin, Texas 78701
Office: (512) 305-7400

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Total Finds: 3

JENNIFER LYNE STANLEY

License Type: REGISTERED NURSE
Address: MAGNOLIA TX 77354
Issued Date: 8/28/2018
License Status: CURRENT
Compact License: YES
Expiration Date: 5/31/2021
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

JENNIFER LYNN STANLEY

License Type: REGISTERED NURSE
Address: VIDOR TX 77662
Issued Date: 6/27/2006
License Status: CURRENT
Compact License: YES
Expiration Date: 1/31/2021

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of March, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist ☒). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$30.00 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 30 day of March, 2020

Candace Tate

Signature

Printed Contractor name:

Candace Tate

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Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 1

CANDACE S TATE

License Type:	VOCATIONAL NURSE
Address:	SILSBEE TX 77656
Issued Date:	10/13/1999
License Status:	CURRENT
Compact License:	YES
Expiration Date:	12/31/2020
Basis for Licensure:	Endorsement

Current Disciplinary Action: **NONE**

[Print Certificate](#)

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 30 day of Mar, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist U). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 40⁰⁰ - 130.00 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 31 day of Mar, 2020

Laura Thompson RN

Signature

Printed Contractor name: Laura Thompson

(U) • I will invoice you separately from the call on the position that I am scheduled for that shift.

Address: SAN ANTONIO TX 78216
Issued Date: 2/8/2011
License Status: CURRENT
Compact License: YES
Expiration Date: 7/31/2020
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

LAURA ELLEN THOMPSON

License Type: REGISTERED NURSE
Address: LUMBERTON TX 77657
Issued Date: 8/25/1989
License Status: CURRENT
Compact License: YES
Expiration Date: 8/31/2020
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

LAURA ELLEN THOMPSON

License Type: REGISTERED NURSE
Address: ROCKWALL TX 75087

Copy

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 01 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist D.W.). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30/40 dollars per hour for my services and that I will work at the call center as assigned on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 01 day of April, 2020

D. Wallace

Signature

Printed Contractor name:

Darla Wallace

by I will invoice you Separately from the call on the position that I am Scheduled for that shift.

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

DARLA JO WALLACE

License Type: VOCATIONAL NURSE
Address: ORANGE TX 77632
Issued Date: 3/17/2009
License Status: CURRENT
Compact License: YES
Expiration Date: 9/30/2020
Basis for Licensure: Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 4th day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept \$ 30.00 dollars per hour for my services and that I will work at the call station provided to me during the hours of 7:30 a.m. until 8:00 p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 4th day of April, 2020

Courtnee Williams

Printed name: Courtnee Williams

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

Print

Total Finds: 1

COURTNEE MELINDA WILLIAMS

License Type:	VOCATIONAL NURSE
Address:	PORT ARTHUR TX 77640
Issued Date:	11/9/2010
License Status:	CURRENT
Compact License:	YES
Expiration Date:	8/31/2021
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

Print Certificate

CONTRACT AS AN INDEPENDENT CONTRACTOR FOR THE JEFFERSON COUNTY COVID-19 CALL CENTER

State of Texas

County of Jefferson

On this 6 day of April, 2020 I have offered to provide my services to the Jefferson County, Texas COVID-19 call center as a (Supervisor/call receptionist_____). I agree to the following terms and conditions:

1. I am an independent contractor and not an employee of Jefferson County and I offer my services as a trained nurse to screen calls of those who may request or need testing for the Coronavirus; and
2. I will strictly observe the call protocol provided to me by the supervisors and document caller information as directed and I will seek the guidance of my supervision for any questions I may have; and
3. I agree to accept 30 dollars per hour for my services and that I will work at the call station provided to me during the hours of 8 a.m. until 8 p.m. on the days scheduled for me. If I need to reschedule my work time, I will seek this from my supervisor. If for some reason I am unable to work as scheduled, I will call my supervisor as early as practicable; and
4. I will follow safety protocol for personal protection and sanitization at all times; and
5. I have personally inspected my work place and I am satisfied that I will not require any specific safety equipment or clothing during the time I am at this work place; and
6. I am in good standing with the Texas Board of Nurses and I have provided proof of same.

Signed this 6 day of April, 2020

Katie Worthy
 Printed name: Katie Worthy

The Texas Board of Nursing certifies that it maintains the information for the license verification function of this website, performs daily updates to the website and considers the website to be a secure, primary source for license verification.

Texas Board of Nursing
333 Guadalupe #3-460
Austin, Texas 78701
Office: (512) 305-7400

[Print](#)

Total Finds: 1

KATIE LYNNE WORTHY

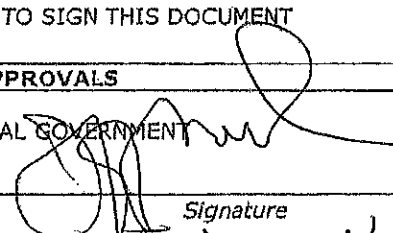
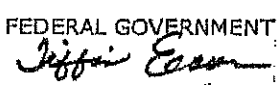
License Type:	REGISTERED NURSE
Address:	ORANGE TX 77630
Issued Date:	9/27/2007
License Status:	CURRENT
Compact License:	YES
Expiration Date:	8/31/2020
Basis for Licensure:	Exam

Current Disciplinary Action: **NONE**

[Print Certificate](#)

U. S. Department of Justice
United States Marshals Service

Modification of Intergovernmental Agreement

1. Agreement No. 78-01-0077	2. Effective Date 2-1-2020	3. Facility Code(s) 6DH	4. Modification No. 14	5. DUNS No. 010807-535
6. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Intergovernmental Agreements Branch CG-3, Suite 3000 Washington, DC 20530-0001		7. Local Government Jefferson County Jail 1001 Pearl Street Beaumont, Texas 77701		
8. Appropriation Data 15X1020		9. Per-Diem Rate \$83.68	10. Guard/Transportation Hourly Rate \$27.89	
<p>11. EXCEPT AS PROVIDED SPECIFICALLY HEREIN, ALL TERMS AND CONDITIONS OF THE IGA DOCUMENT REFERRED TO IN BLOCK 1, REMAIN UNCHANGED. TERMS OF THIS MODIFICATION:</p> <p>The purpose of this modification is to adjust the current per diem rate of \$83.40 to \$83.68 and guard/transportation rate from \$27.75 to \$27.89 to reflect the Department of Labor Wage Determination 2015-5218 Revision 13, dated 9/16/2019.</p> <p>NO OTHER TERMS OR CONDITIONS, TO INCLUDE PRICE, ARE AFFECTED BY THIS CHANGE</p>				
12. INSTRUCTIONS TO LOCAL GOVERNMENT FOR EXECUTION OF THIS MODIFICATION:				
A. <input type="checkbox"/> LOCAL GOVERNMENT IS NOT REQUIRED TO SIGN THIS DOCUMENT		B. <input checked="" type="checkbox"/> LOCAL GOVERNMENT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ALL COPIES TO U. S. MARSHAL		
13. APPROVALS				
<p>A. LOCAL GOVERNMENT</p> <p> Signature County Judge TITLE 4/7/20 DATE</p>		<p>B. FEDERAL GOVERNMENT</p> <p> Signature Chief, Intergovernmental Agreements TITLE 02-27-20 DATE</p>		



Resolution

STATE OF TEXAS

www

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

WHEREAS, The Commissioner's Court Of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Coronavirus Emergency Supplemental Funding Program (CESF) be operated for the performance period of two years beginning January 20, 2020; and that this funding does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the U.S. Department of Justice funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the U.S. Department of Justice in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Jefferson County Judge as the grantee's certifying official and the certifying official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Coronavirus Emergency Supplemental Funding (CESF) Program to the US Department of Justice through grants.gov.

Grant/Solicitation Number: BJA-2020-18553

SIGNED this 14th day of April 2020.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3,

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

Solicitation Release Date: March 30, 2020

Application Deadline: 11:59 p.m. eastern time on May 29, 2020

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the OJP Grant Application Resource Guide by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncichat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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Coronavirus Emergency Supplemental Funding Program Solicitation CFDA #16.034

A. Program Description

Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Statutory Authority: The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see 2 C.F.R. § 200.305.

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bia.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award¹

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the OJP Grant Application Resource Guide for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See OJP Grant Application Resource Guide for additional information.

Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

¹ For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

² The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Cost Sharing or Match Requirement

The CESF Program does not require a match.

Please see the OJP Grant Application Resource Guide for information on the following:

Pre-agreement Costs (also known as Pre-award Costs)

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

Costs Associated with Language Assistance (if applicable)

C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see Section B. Federal Award Information.

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review"). The solicitation further expressly modifies the "Application Attachments" section of the OJP Grant Application Resource Guide by **not** incorporating the "Applicant Disclosure of Pending Applications," "Applicant Disclosure and Justification – DOJ High Risk Grantees," and "Research and Evaluation Independence and Integrity" provisions.)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the OJP Grant Application Resource Guide for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf

If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.")

2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

3. Budget Information and Associated Documentation

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide. Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the OJP Grant Application Resource Guide.

Please see the OJP Grant Application Resource Guide for information on the following:

4. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

6. Disclosure of Lobbying Activities

How to Apply

An applicant must submit its application through GMS, which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the OJP Grant Application Resource Guide.

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the OJP Grant Application Resource Guide for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

Federal Award Notices

Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

General Information about Post-Federal Award Reporting Requirements

Any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the OJP Grant Application Resource Guide for information on the following:

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

Provide Feedback to OJP

Appendix A: Application Checklist

Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- ☐ For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- ☐ Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Register by selecting the "Apply Online" button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the "Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards" in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

Eligibility Requirement:

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 6)
- ☐ Program Narrative (see page 7)
- ☐ Budget Detail Worksheet (see page 7)
- ☐ Budget Narrative (see page 7)
- ☐ Indirect Cost Rate Agreement (if applicable) (see page 7)
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities (SF-LLL) (see [OJP Grant Application Resource Guide](#))

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

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: April 9, 2020
RE: **Transfer Funds**

Please transfer the following into account # 114-0408-431.60-14 (Buildings and Structures) for cost of security cameras at Precinct # 4 Service Center.

- **\$10,000** from account # 114-0409-431.60-11 (Road Machinery)

Thank you.

EA/nr

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 1 307 TOTAL
NAME	AMOUNT	CHECK NO.
JURY FUND		
OFFICE DEPOT	156.29	470369
TRI-CITY COFFEE SERVICE	68.95	470396
		225.24**
ROAD & BRIDGE PCT.#1		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
REPUBLIC SERVICES	76.05	470505
		146.05**
ROAD & BRIDGE PCT.#2		
SPIDLE & SPIDLE	2,333.76	470327
CITY OF NEDERLAND	40.22	470338
DYNAMIC POWER SYSTEM, INC.	12.84	470343
ENTERGY	463.08	470350
MUNRO'S	20.46	470364
MUSTANG CAT	655.09	470365
RITTER @ HOME	17.94	470373
SANITARY SUPPLY, INC.	94.04	470376
BUMPER TO BUMPER	118.54	470439
JEFFERSON COUNTY CREDIT CARDS	173.46	470469
DE LAGE LANDEN PUBLIC FINANCE	90.00	470475
FRED MILLER'S OUTDOOR EQUIPMENT LLC	7.95	470501
REPUBLIC SERVICES	372.69	470505
		4,400.07**
ROAD & BRIDGE PCT. # 3		
SPIDLE & SPIDLE	4,697.29	470327
CITY OF PORT ARTHUR - WATER DEPT.	38.55	470337
DYNAMIC POWER SYSTEM, INC.	2,326.50	470343
FARM & HOME SUPPLY	67.98	470345
W.W. GRAINGER, INC.	38.83	470348
ENTERGY	348.56	470350
MUNRO'S	62.70	470364
VULCAN MATERIALS CO.	82,557.63	470397
W. JEFFERSON COUNTY M.W.D.	31.96	470399
STRATTON INC.	26.99	470400
LOWE'S HOME CENTERS, INC.	14.23	470426
WEST END LUMBER, INC.	37.96	470431
TEXAS GAS SERVICE	153.31	470432
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475
NORTHERN TOOL AND EQUIPMENT	127.47	470478
ON TIME TIRE	345.00	470482
PRO CHEM INC	150.86	470484
REPUBLIC SERVICES	45.00	470505
GERALD T PELTIER JR	200.00	470537
		91,410.82**
ROAD & BRIDGE PCT.#4		
CITY OF BEAUMONT - LANDFILL	88.00	470329
COASTAL WELDING SUPPLY	65.10	470339
GULF COAST SCREW & SUPPLY	81.16	470349
ENTERGY	18.15	470350
M&D SUPPLY	29.28	470358
MUNRO'S	77.85	470364
OFFICE DEPOT	371.25	470369
SOUTHEAST TEXAS WATER	79.65	470384
W. JEFFERSON COUNTY M.W.D.	75.35	470399
TRANTEX, INC.	2,100.00	470408
MARTIN PRODUCT SALES LLC	80.00	470451
KNIFE RIVER	53.20	470455
JEFFERSON COUNTY CREDIT CARDS	49.08	470469
DE LAGE LANDEN PUBLIC FINANCE	229.79	470475
REPUBLIC SERVICES	214.79	470505
O'REILLY AUTO PARTS	176.24	470523
		3,788.89**
ENGINEERING FUND		
UNITED STATES POSTAL SERVICE	4.90	470418
DE LAGE LANDEN PUBLIC FINANCE	460.94	470475
		465.84**
PARKS & RECREATION		

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 2 308 TOTAL
NAME	AMOUNT	CHECK NO.
ABLE FASTENER, INC.	54.10	470325
CITY OF PORT ARTHUR - WATER DEPT.	58.50	470337
AT&T	29.53	470386
W. JEFFERSON COUNTY M.W.D.	55.34	470399
LOWE'S HOME CENTERS, INC.	63.17	470426
JEFFERSON COUNTY CREDIT CARDS	2,344.07	470469
GENERAL FUND		2,604.71**
TAX OFFICE		
OFFICE DEPOT	490.29	470369
ACE IMAGEWEAR	23.90	470379
SOUTHEAST TEXAS WATER	260.00	470383
UNITED STATES POSTAL SERVICE	686.81	470418
DE LAGE LANDEN PUBLIC FINANCE	370.00	470475
COUNTY HUMAN RESOURCES		1,831.00*
MOORMAN & ASSOCIATES, INC.	340.00	470362
OFFICE DEPOT	97.83	470369
SANITARY SUPPLY, INC.	75.99	470376
PRE CHECK, INC.	214.00	470414
UNITED STATES POSTAL SERVICE	.50	470418
SIERRA SPRING WATER CO. - BT	23.50	470421
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	200.00	470506
AUDITOR'S OFFICE		1,021.82*
SOUTHEAST TEXAS WATER	29.95	470381
UNITED STATES POSTAL SERVICE	9.23	470418
JEFFERSON COUNTY CREDIT CARDS	1,332.00	470469
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
COUNTY CLERK		1,441.18*
OFFICE DEPOT	171.82	470369
OLMSTED-KIRK PAPER	106.17	470370
SANITARY SUPPLY, INC.	44.84	470376
UNITED STATES POSTAL SERVICE	115.53	470418
DE LAGE LANDEN PUBLIC FINANCE	600.00	470475
COUNTY JUDGE		1,038.36*
CHEROKEE COUNTY CLERK	607.00	470341
OFFICE DEPOT	299.48	470369
KEVIN PAULA SEKALY PC	500.00	470378
UNITED STATES POSTAL SERVICE	7.92	470418
LEXISNEXIS- ACCURINT	93.73	470463
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
RISK MANAGEMENT		1,578.13*
UNITED STATES POSTAL SERVICE	10.10	470418
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
COUNTY TREASURER		80.10*
UNITED STATES POSTAL SERVICE	71.10	470418
DE LAGE LANDEN PUBLIC FINANCE	331.89	470475
PRINTING DEPARTMENT		402.99*
DE LAGE LANDEN PUBLIC FINANCE	1,200.00	470475
PURCHASING DEPARTMENT		1,200.00*
UNITED STATES POSTAL SERVICE	4.27	470418
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
GENERAL SERVICES		74.27*

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 3 309 TOTAL
NAME	AMOUNT	CHECK NO.
CASH ADVANCE ACCOUNT	25.00	470357
MCCLOONE METAL GRAPHIC	1,093.24	470360
TIME WARNER COMMUNICATIONS	2,442.76	470391
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	470394
INTERFACE EAP	1,366.20	470403
VERIZON WIRELESS	303.92	470415
CROWN CASTLE INTERNATIONAL	1,591.26	470435
JEFFERSON COUNTY CREDIT CARDS	1,356.89	470469
DE LAGE LANDEN PUBLIC FINANCE	452.82	470475
EMERGENCY POWER SERVICE	1,500.00	470481
		12,832.09*
DATA PROCESSING		
OFFICE DEPOT	360.36	470369
CDW COMPUTER CENTERS, INC.	970.53	470407
GULF COAST AUDIO	32.00	470430
JEFFERSON COUNTY CREDIT CARDS	378.52	470469
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
MARIANNE PETRY	789.78	470480
SCOTT LEBLANC	360.34	470503
PROGRESS SOFTWARE CORPORATION	4,868.75	470533
		7,830.28*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	103.21	470418
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		173.21*
ELECTIONS DEPARTMENT		
OFFICE DEPOT	21.75	470369
UNITED STATES POSTAL SERVICE	129.00	470418
JEFFERSON COUNTY CREDIT CARDS	353.88	470469
DE LAGE LANDEN PUBLIC FINANCE	271.65	470475
		776.28*
DISTRICT ATTORNEY		
GT DISTRIBUTORS, INC.	566.01	470347
UNITED STATES POSTAL SERVICE	15.70	470418
DE LAGE LANDEN PUBLIC FINANCE	480.00	470475
TRANSUNION RISK AND ALTERNATIVE	160.00	470500
		1,221.71*
DISTRICT CLERK		
OFFICE DEPOT	390.64	470369
UNITED STATES POSTAL SERVICE	205.00	470418
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
ENGINEERING INNOVATION	252.50	470509
		918.14*
CRIMINAL DISTRICT COURT		
DAVID GROVE	8,750.00	470328
DAVID W BARLOW	4,375.00	470331
DONALD W. DUESLER & ASSOC.	8,750.00	470342
MARSHA NORMAND	8,750.00	470366
OFFICE DEPOT	261.66	470369
NATHAN REYNOLDS, JR.	800.00	470372
KEVIN PAULA SEKALY PC	8,750.00	470378
KEVIN S. LAINE	2,437.50	470404
CHARLES ROJAS	600.00	470410
UNITED STATES POSTAL SERVICE	1.76	470418
LANGSTON ADAMS	900.00	470428
DE LAGE LANDEN PUBLIC FINANCE	441.64	470475
MATUSKA LAW FIRM	1,200.00	470495
MICHAEL KEMP ADUDDLELL	11,594.25	470527
		57,611.81*
58TH DISTRICT COURT		
JEFFERSON COUNTY CREDIT CARDS	464.00	470469
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		534.00*
60TH DISTRICT COURT		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		70.00*
136TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 04-14-2020	AMOUNT	CHECK NO.	PAGE: 4 310 TOTAL
NAME				
LEXIS-NEXIS	76.00	470419		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
172ND DISTRICT COURT				146.00*
OFFICE DEPOT	29.99	470369		
LEXIS-NEXIS	80.00	470420		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
252ND DISTRICT COURT				179.99*
DAVID W BARLOW	4,375.00	470331		
KEVIN S. LAINE	2,437.50	470404		
UNITED STATES POSTAL SERVICE	42.42	470418		
SUMMER TANNER	1,069.20	470454		
ALLEN PARKER	8,750.00	470464		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
BRITTANIE HOLMES	8,750.00	470487		
TURK LAW FIRM	800.00	470488		
THOMAS WILLIAM KELLEY	8,750.00	470531		
279TH DISTRICT COURT				35,044.12*
THOMAS J. BURBANK PC	1,050.00	470334		
LEXIS-NEXIS	80.00	470419		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
MATUSKA LAW FIRM	1,050.00	470495		
317TH DISTRICT COURT				2,250.00*
UNITED STATES POSTAL SERVICE	.50	470418		
JOEL WEBB VAZQUEZ	150.00	470438		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
JUSTICE COURT-PCT 1 PL 1				220.50*
UNITED STATES POSTAL SERVICE	9.80	470418		
LEXISNEXIS- ACCURINT	94.73	470463		
DE LAGE LANDEN PUBLIC FINANCE	90.00	470475		
JUSTICE COURT-PCT 1 PL 2				194.53*
LEXISNEXIS- ACCURINT	93.73	470463		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
JUSTICE COURT-PCT 4				163.73*
DE LAGE LANDEN PUBLIC FINANCE	90.00	470475		
JUSTICE COURT-PCT 6				90.00*
UNITED STATES POSTAL SERVICE	5.10	470418		
LEXISNEXIS- ACCURINT	93.73	470463		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
JUSTICE COURT-PCT 7				168.83*
LEXISNEXIS- ACCURINT	93.73	470463		
JUSTICE OF PEACE PCT. 8				93.73*
LEXISNEXIS- ACCURINT	93.73	470463		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475		
COUNTY COURT AT LAW NO.1				163.73*
OFFICE DEPOT	48.17	470369		
UNITED STATES POSTAL SERVICE	.42	470418		
DE LAGE LANDEN PUBLIC FINANCE	245.92	470475		
COUNTY COURT AT LAW NO. 2				294.51*
JUDGE MASON MARTIN	714.64	470401		

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 5
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	.42	470418
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
COUNTY COURT AT LAW NO. 3		785.06*
CASH ADVANCE ACCOUNT	1,139.98	470357
DUSTIN R. GALMOR	250.00	470471
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
MATUSKA LAW FIRM	400.00	470495
COURT MASTER		1,859.98*
RICHARD D. HUGHES	1,900.00	470354
UNITED STATES POSTAL SERVICE	1.00	470418
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
MEDIATION CENTER		1,971.00*
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
COMMUNITY SUPERVISION		70.00*
DE LAGE LANDEN PUBLIC FINANCE	280.00	470475
SHERIFF'S DEPARTMENT		280.00*
CITY OF NEDERLAND	29.28	470338
FED EX	135.57	470346
GT DISTRIBUTORS, INC.	579.29	470347
ENTERGY	558.77	470350
HARBOR FREIGHT TOOLS	1,214.70	470353
MCNEILL INSURANCE AGENCY	142.00	470361
OFFICE DEPOT	1,867.27	470369
SANITARY SUPPLY, INC.	118.28	470376
AT&T	34.12	470386
MOTOROLA SOLUTIONS INC	275.25	470405
CDW COMPUTER CENTERS, INC.	189.98	470407
UNITED STATES POSTAL SERVICE	447.47	470418
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	470424
TDATA, INC	607.95	470443
DE LAGE LANDEN PUBLIC FINANCE	800.00	470475
TRANSUNION RISK AND ALTERNATIVE	575.00	470500
GALLS LLC	2,395.70	470502
REPUBLIC SERVICES	45.00	470505
CINTAS CORPORATION	91.07	470507
THE MONOGRAM SHOP	456.50	470513
CRIME LABORATORY		10,598.15*
SIGMA-ALDRICH, INC.	148.58	470324
FED EX	433.83	470346
MCNEILL INSURANCE AGENCY	71.00	470361
OFFICE DEPOT	464.47	470369
SOUTHEAST TEXAS WATER	79.90	470385
CERILLIANT	241.00	470429
CAYMAN CHEMICAL COMPANY	661.00	470465
DE LAGE LANDEN PUBLIC FINANCE	90.00	470475
ALDINGER COMPANY	640.50	470490
AIRGAS USA, LLC	1,575.47	470526
JAIL - NO. 2		4,405.75*
BEAUMONT TRACTOR COMPANY	305.72	470332
CITY OF BEAUMONT - WATER DEPT.	16.00	470336
COBURN SUPPLY COMPANY INC	123.18	470340
DYNAMIC POWER SYSTEM, INC.	116.82	470343
W.W. GRAINGER, INC.	1,074.63	470348
ENTERGY	26,036.85	470350
M&D SUPPLY	307.03	470358
OFFICE DEPOT	224.85	470369
SANITARY SUPPLY, INC.	2,655.60	470376
SCOOTER'S LAWNMOWERS	118.22	470377
SHERWIN-WILLIAMS	1,122.28	470380

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 6
NAME	AMOUNT	CHECK NO.
		TOTAL
TRIANGLE COMPUTER & TELEPHONE	13,585.00	470395
CDW COMPUTER CENTERS, INC.	556.70	470407
TRAILER HITCH DEPOT	365.00	470411
LOWE'S HOME CENTERS, INC.	182.94	470426
CLASSIC FORMS AND PRODUCTS	194.30	470433
HANDCUFF WAREHOUSE	699.80	470447
JEFFERSON COUNTY CREDIT CARDS	1,391.98	470469
DE LAGE LANDEN PUBLIC FINANCE	1,280.00	470475
TITAN TESTING	430.00	470476
SAM'S CLUB DIRECT	504.16	470486
MATERA PAPER COMPANY INC	2,268.79	470491
GALLS LLC	141.18	470502
REPUBLIC SERVICES	3,323.43	470505
TURBINE AIRCRAFT COMPONENTS LLC	1,272.05	470510
US CORRECTIONS LLC	2,035.50	470530
TRINITY SERVICES GROUP INC	19,031.49	470536
		79,363.50*
JUVENILE PROBATION DEPT.		
WILLIE DAVIS	105.23	470326
UNITED STATES POSTAL SERVICE	6.77	470418
SHANNA CITIZEN	60.95	470427
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475
		312.95*
JUVENILE DETENTION HOME		
ENTERGY	4,014.23	470350
SANITARY SUPPLY, INC.	35.00	470376
BEN E KEITH FOODS	314.75	470437
DE LAGE LANDEN PUBLIC FINANCE	229.79	470475
REPUBLIC SERVICES	704.70	470505
STERICYCLE, INC	35.00	470520
		5,333.47*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	1.80	470418
DE LAGE LANDEN PUBLIC FINANCE	323.13	470475
		324.93*
CONSTABLE-PCT 2		
TAC - TEXAS ASSN. OF COUNTIES	200.00	470389
BEARCOM / KAY ELECTRONICS	288.73	470534
		488.73*
CONSTABLE-PCT 4		
SAM'S WESTERN WEAR, INC.	53.99	470375
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		123.99*
CONSTABLE-PCT 6		
LEXISNEXIS- ACCURINT	93.73	470463
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		163.73*
CONSTABLE PCT. 8		
DE LAGE LANDEN PUBLIC FINANCE	322.93	470475
		322.93*
COUNTY MORGUE		
SALAM INTERNATIONAL	2,361.46	470412
PROCTOR'S MORTUARY INC	10,800.00	470466
		13,161.46*
AGRICULTURE EXTENSION SVC		
DE LAGE LANDEN PUBLIC FINANCE	200.00	470475
		200.00*
HEALTH AND WELFARE NO. 1		
UNITED STATES POSTAL SERVICE	93.42	470418
LEXISNEXIS- ACCURINT	136.50	470463
DE LAGE LANDEN PUBLIC FINANCE	372.43	470475
KAYLEE BENNETT	10.00	470549
		612.35*
HEALTH AND WELFARE NO. 2		

PGM: GMCOMMV2	DATE 04-14-2020		PAGE: 7 313 TOTAL
NAME	AMOUNT	CHECK NO.	
MCKESSON MEDICAL-SURGICAL INC	304.15	470409	
UNITED STATES POSTAL SERVICE	35.20	470418	
LEXISNEXIS- ACCURINT	136.50	470463	
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475	
STERICYCLE, INC	35.00	470520	650.85*
NURSE PRACTITIONER			
SIERRA SPRING WATER CO. - BT	6.00	470422	
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475	76.00*
CHILD WELFARE UNIT			
PUBLICDATA.COM.AI	500.00	470423	
J.C. PENNEY'S	2,959.05	470425	
ROSS DRESS FOR LESS, INC.	815.46	470452	
FATIMA ZAVALA	20.00	470496	
TYRE A WELLS	20.00	470497	
TYTIANNA WELLS SIGARST	20.00	470499	
ELIJAH MOORMAN	20.00	470508	
LARRY DOYLE JR	20.00	470511	
JOHNATHAN ROBINSON	20.00	470512	
STACY VELASQUEZ	20.00	470515	
ETHAN WILTURNER	20.00	470516	
KAITLIN VAZQUES	20.00	470519	
ROBIN JOHNSON	20.00	470522	
TIMOTHY JOHNSON	20.00	470525	
ADELAIDA COLEMAN	20.00	470529	
ABBY BARTLETT FC	20.00	470532	
JOHN SELLS FC	20.00	470538	
ERIC RANGEL FC	20.00	470540	
JOEANTHONY NUNEZ	20.00	470541	
MARK DOUGLAS FC	20.00	470586	
DUSTY AUTHEMENT FC	20.00	470587	4,634.51*
ENVIRONMENTAL CONTROL			
DE LAGE LANDEN PUBLIC FINANCE	323.13	470475	323.13*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	470458	
TDS OPERATING INC	243.00	470518	4,016.00*
MAINTENANCE-BEAUMONT			
M&D SUPPLY	117.41	470358	
RALPH'S INDUSTRIAL ELECTRONICS	70.72	470374	
ACE IMAGEWEAR	189.22	470379	
AT&T	661.59	470386	
TEXAS FIRE & COMMUNICATIONS	105.00	470413	
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475	
REPUBLIC SERVICES	2,114.10	470505	3,328.04*
MAINTENANCE-PORT ARTHUR			
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475	140.00*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	29.28	470338	
ENTERGY	1,681.97	470350	
RITTER @ HOME	104.48	470373	
ACE IMAGEWEAR	71.54	470379	
TIME WARNER COMMUNICATIONS	47.00	470393	
W. JEFFERSON COUNTY M.W.D.	67.82	470399	
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475	
AI FILTER SERVICE COMPANY	99.50	470479	
REPUBLIC SERVICES	92.10	470505	2,263.69*
SERVICE CENTER			
J.K. CHEVROLET CO.	45.96	470355	

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
THE MUFFLER SHOP	77.00	470363
PHILPOTT MOTORS, INC.	168.16	470371
SANITARY SUPPLY, INC.	374.26	470376
WARREN EQUIPMENT CO.	73.65	470398
FASTENAL	8.12	470406
VOYAGER FLEET SYSTEM, INC.	16,009.44	470434
BUMPER TO BUMPER	1,149.51	470439
AIRPORT GULF TOWING LLC	125.00	470448
ROBERT'S TEXACO XPRESS LUBE	63.00	470461
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
MIGHTY OF SOUTHEAST TEXAS	281.67	470477
ADVANCE AUTO PARTS	539.40	470489
SILSBEE FORD INC	107.36	470494
REPUBLIC SERVICES	122.69	470505
		19,215.22*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	1.60	470418
DE LAGE LANDEN PUBLIC FINANCE	240.00	470475
		241.60*
		284,912.06**
MOSQUITO CONTROL FUND		
W.W. GRAINGER, INC.	303.43	470348
ENTERGY	473.94	470350
RITTER @ HOME	86.92	470373
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
REPUBLIC SERVICES	122.69	470505
		1,056.98**
FEMA EMERGENCY		
MARISSA PHILLIPS	675.00	470444
SE TEX CONSTRUCTION CORPORATION	62,320.55	470453
SOUTEX SURVEYORS INC	2,945.00	470467
JEFFERSON COUNTY CREDIT CARDS	4,331.13	470469
PENNY PENISSON	1,080.00	470492
COLIN'S KITCHEN LLC	15,550.39	470504
LOVE ASSISTING INC	2,082.50	470514
MOBILE MODULAR MANAGEMENT CORP	6,718.94	470524
PEERLESS EVENTS AND TENTS LLC	3,505.04	470542
PEERLESS EVENTS AND TENTS LLC	3,518.84	470543
GEORGIANA FLOURNOY	1,688.75	470544
LORI MARTEL	680.00	470545
TAMMY LOU MCCELVEY	975.00	470546
RACHEL RENEE BULLOCK	990.00	470547
LISA DARLENE PERKINS	990.00	470548
ANGELIQUE FERNANDEZ	360.00	470550
JENNA BUTLER	360.00	470551
DEANA BUNTING	555.00	470552
MELISSA ROBINSON	720.00	470553
KARLA PARSONS	630.00	470554
CANDACE TATE	1,710.00	470555
MICHELLE COURSIN	1,635.00	470556
CHRISTINA FRANKLIN	1,357.50	470557
LANA MCGRATH	1,170.00	470558
AMY MORGAN	720.00	470559
MISTY BUTLER	990.00	470560
MICHELLE HUTTO	1,080.00	470561
MICHELLE BELLOT	1,440.00	470562
SHERRIE FONTENOT	360.00	470563
COURTNEY CHESSON	360.00	470564
DARLA JEFFERSON	1,080.00	470565
TAMMY LEBLANC	802.50	470566
CANDACE KNOWLES	507.50	470567
SHIRLEY BROUSSARD	330.00	470568
JENNIFER STANLEY	720.00	470569
DARLA WALLACE	1,080.00	470570
RUSSELL WRIGHT	450.00	470571
LAURA THOMPSON	2,490.00	470572
SHERRY MCCOLLUM	1,230.00	470573
CHRISTOPHER PHILLIPS	2,380.00	470574
JAMES SNODGRASS	1,615.00	470575
TEAKA SNELL	720.00	470576

PGM: GMCOMMV2	DATE 04-14-2020	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
MISTY JONES	1,180.00	470577
DAISY LOVE	105.00	470578
KELLY BUESING	720.00	470579
LISA DELORD	720.00	470580
COURTNEE WILLIAMS	360.00	470581
BRENDA MILO	360.00	470582
CHELSEA MEEKS	360.00	470583
BRADLEY PENISSON	1,080.00	470584
GLORIA HERNANDEZ	720.00	470585
		140,508.64**
FAMILY GROUP CONFERENCING		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		70.00**
SECURITY FEE FUND		
IDENTISYS	2,394.00	470456
ALLIED UNIVERSAL SECURITY SERVICES	17,589.30	470539
		19,983.30**
LAW LIBRARY FUND		
DE LAGE LANDEN PUBLIC FINANCE	70.00	470475
		70.00**
EMPG GRANT		
SOUTHEAST TEXAS WATER	47.70	470382
		47.70**
JUVENILE PROB & DET. FUND		
VERIZON WIRELESS	64.52	470415
		64.52**
COMMUNITY SUPERVISION FND		
OFFICE DEPOT	309.73	470369
TIME WARNER COMMUNICATIONS	113.17	470392
UNITED STATES POSTAL SERVICE	433.30	470418
JCCSC	662.50	470470
		1,518.70**
JEFF. CO. WOMEN'S CENTER		
BELL'S LAUNDRY	829.33	470333
EFFICIENT SYSTEMS, INC.	2,400.00	470344
M&D SUPPLY	19.34	470358
MARKET BASKET	91.44	470359
SYSCO FOOD SERVICES, INC.	1,412.05	470388
TIME WARNER COMMUNICATIONS	41.50	470390
TOWER COMMUNICATIONS, INC.	60.00	470416
BEN E KEITH FOODS	1,427.83	470436
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475
SAM'S CLUB DIRECT	76.38	470486
REPUBLIC SERVICES	150.26	470505
STERICYCLE, INC	70.00	470520
		6,718.13**
COMMUNITY CORRECTIONS PRG		
CIMA COMPANIES, INC.	776.50	470335
DE LAGE LANDEN PUBLIC FINANCE	90.00	470475
		866.50**
DRUG DIVERSION PROGRAM		
DE LAGE LANDEN PUBLIC FINANCE	80.00	470475
		80.00**
LAW OFFICER TRAINING GRT		
OFFICE DEPOT	542.41	470369
JEFFERSON COUNTY CREDIT CARDS	18.00	470469
		560.41**
COUNTY CLERK - RECORD MGT		
MANATRON	11,560.85	470457
		11,560.85**
DRUG INTERVENTION COURT		

PGM: GMCOMMV2	DATE 04-14-2020		PAGE: 10 316
NAME	AMOUNT	CHECK NO.	TOTAL
STERICYCLE, INC	35.00	470520	35.00**
HOTEL OCCUPANCY TAX FUND			
M&D SUPPLY	102.49	470358	
MUNRO'S	35.49	470364	
SUTHERLAND LUMBER CO.	175.61	470387	
KATHI HUGHES	9.14	470450	
DE LAGE LANDEN PUBLIC FINANCE	315.00	470475	
REPUBLIC SERVICES	389.01	470505	
CINTAS CORPORATION	495.25	470507	1,521.99**
DISTRICT CLK RECORDS MGMT			
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475	140.00**
CAPITAL PROJECTS FUND			
SE TEX CONSTRUCTION CORPORATION	47,937.73	470453	
LJA ENGINEERING INC	230.00	470483	48,167.73**
COASTAL RESTORATION PRJCT			
MK CONSTRUCTORS	306,998.50	470485	306,998.50**
AIRPORT FUND			
SPIDLE & SPIDLE	819.56	470327	
BEAUMONT TRACTOR COMPANY	418.88	470332	
W.W. GRAINGER, INC.	43.28	470348	
ENTERGY	8,366.92	470352	
TRI-CITY COFFEE SERVICE	201.15	470396	
MCKESSON MEDICAL-SURGICAL INC	264.39	470409	
UNITED STATES POSTAL SERVICE	3.35	470418	
LOWE'S HOME CENTERS, INC.	171.64	470426	
ROBERT'S TEXACO XPRESS LUBE	14.00	470461	
JEFFERSON COUNTY CREDIT CARDS	1,055.00	470469	
DE LAGE LANDEN PUBLIC FINANCE	140.00	470475	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	26.65	470501	
REPUBLIC SERVICES	440.67	470505	
O'REILLY AUTO PARTS	35.28	470523	
TITAN AVIATION FUELS	8,964.62	470528	
CY-FAIR TIRE	104.00	470535	21,069.39**
SE TX EMP. BENEFIT POOL			
STANDARD INSURANCE COMPANY	15,653.22	470445	
STANDARD INSURANCE COMPANY	8,124.06	470446	
RELIANCE STANDARD LIFE INSURANCE	6,076.78	470449	
EXPRESS SCRIPTS INC	61,872.78	470517	91,726.84**
SETEC FUND			
MARTIN PRODUCT SALES LLC	616.00	470451	
REPUBLIC SERVICES	1,460.00	470505	2,076.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	3,432.80	470441	3,432.80**
SHERIFF'S FORFEITURE FUND			
ORANGE COUNTY ASSOCIATION FOR	400.00	470402	
MOTOROLA SOLUTIONS INC	797.25	470405	
SILSBEE FORD INC	32,638.78	470493	
LAKE COUNTRY CHEVROLET, INC.	23,677.20	470521	57,513.23**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	1,955.00	470459	1,955.00**
MARINE DIVISION			

NAME

AMOUNT

CHECK NO.

317
TOTAL

AVIALL
W.W. GRAINGER, INC.
ENTERGY
JACK BROOKS REGIONAL AIRPORT
VERIZON WIRELESS
INTERCONTINENTAL JET CORP
PORTER-STRAIT INSTRUMENT CO., INC.
UNITED BATTERIES & ACCESSORIES
DANIELS MANUFACTURING CORPORTATION
JEFFERSON COUNTY CREDIT CARDS
ONSITE AVIONICS LLC

355.22
133.85
80.09
374.42
531.86
72.50
279.00
175.00
300.00
102.10
500.00

470330
470348
470350
470356
470415
470440
470442
470460
470462
470469
470498

2,904.04**
1,108,599.93***

**AGENDA ITEM****April 14, 2020**

Consider and possibly approve, Receive and File an Order to establish the Emerald Biofuels Reinvestment Zone Pursuant to Sec. 321.2041, Tax Code.

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 14th day of April, 2020, on motion made by Everette D. Alfred Commissioner of Precinct No. 4, and seconded by Eddie Arnold; Commissioner of Precinct No. 1, the following Order was adopted:

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate an area within the Port Arthur, TX ETJ, a reinvestment zone, to be known as the EMERALD BIOFUELS REINVESTMENT ZONE, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS:

- Section 1. That the Commissioners Court hereby designates the property to be known as the EMERALD BIOFUELS REINVESTMENT ZONE, which is further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone"). The mailing address for Emerald Biofuels LLC is 1998 Hwy 73, Port Arthur, TX 77640 (for mailing purposes.) This property is being leased to Emerald Biofuels LLC and a copy of that lease is attached here to as Exhibit B.
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the 14th day of April, 2020.
- Section 5. The Commissioners Court finds that such improvements are feasible and will

benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 14th day of April, 2020.



JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2

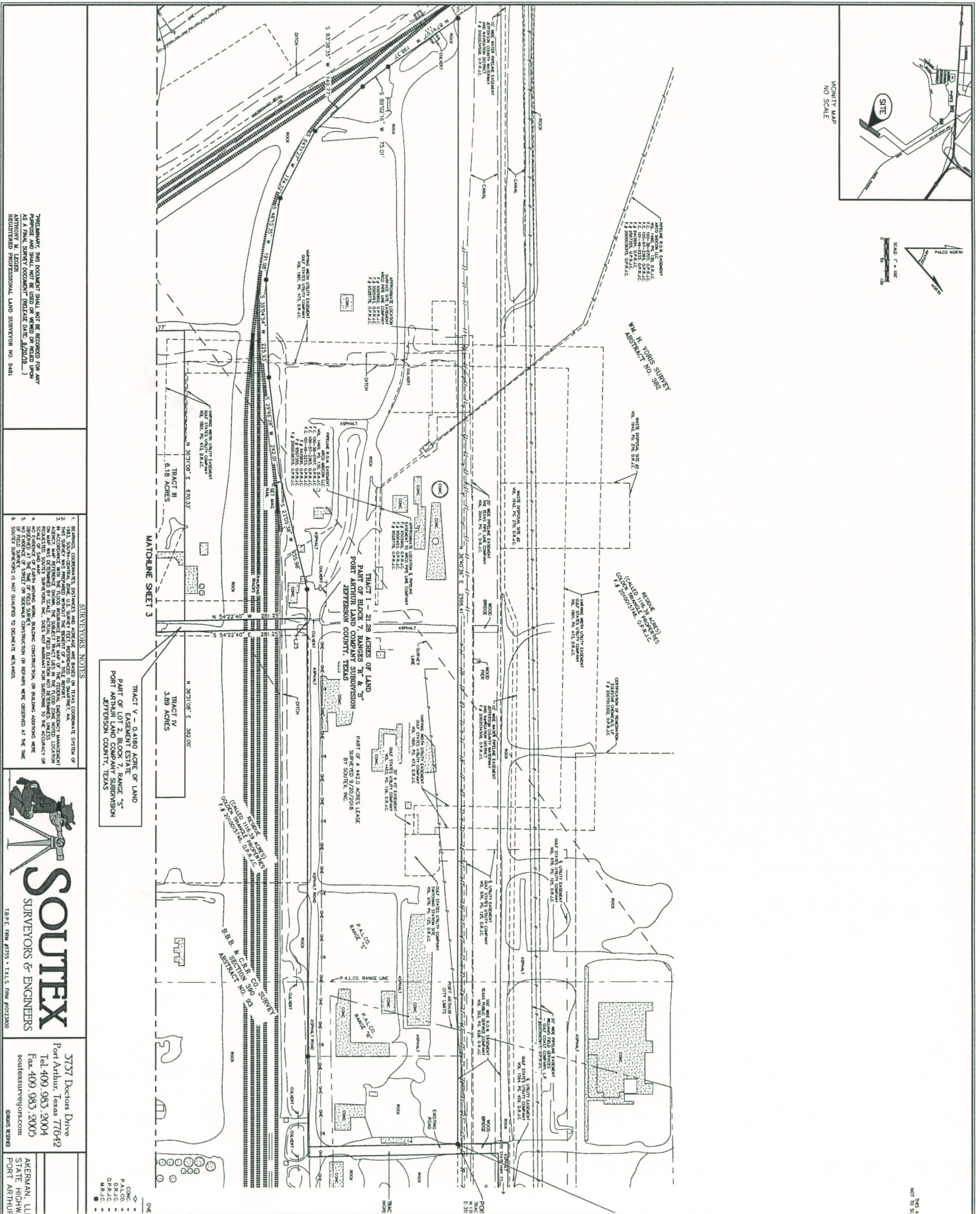


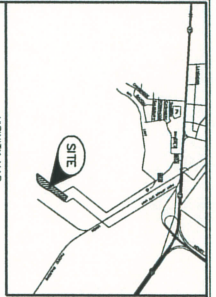
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4



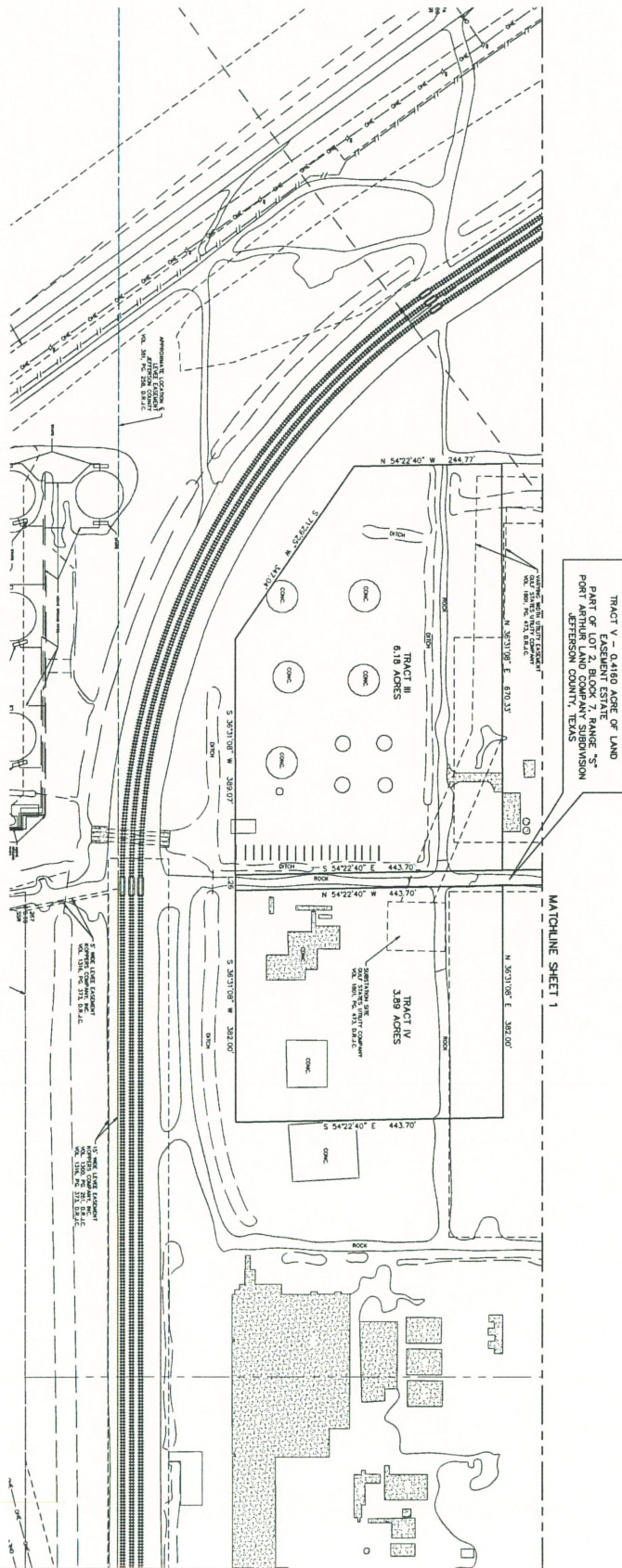
Exhibit A – Plat and Field Notes

Exhibit B - Lease





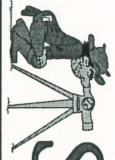
INSET MAP
NO SCALE



TRACT V - 0.148 ACRES OF LAND
PART OF LOT 2, BLOCK 7, RANGE 54
PORT ARTHUR LAND COMPANY SUBDIVISION
JEFFERSON COUNTY, TEXAS

SURVEYOR'S NOTES

1. BEARINGS, DISTANCES, AND ANGLES ARE BASED ON THE ASSUMPTION OF A FLAT EARTH.
2. THIS SURVEY WAS MADE USING A TOTAL STATION OF THE TYPE AND MAKE SPECIFIED IN THE INSTRUMENT CERTIFICATE.
3. ALL DISTANCES WERE MEASURED BY THE SURVEYOR OR UNDER HIS CLOSE PERSONAL SUPERVISION.
4. NO ADJUSTMENTS WERE MADE TO THE FIELD NOTES OR CALCULATIONS.
5. NO RECORDS OF ANY PREVIOUS SURVEY OF THIS LAND OR ANY PART THEREOF WERE AVAILABLE TO THE SURVEYOR.
6. THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY.



SOUTEX
SURVEYORS & ENGINEERS

3737 Doctor Drive
Port Arthur, Texas 77642
Tel 409 983 3004
Fax 409 983 3005
soutexsurveyors.com

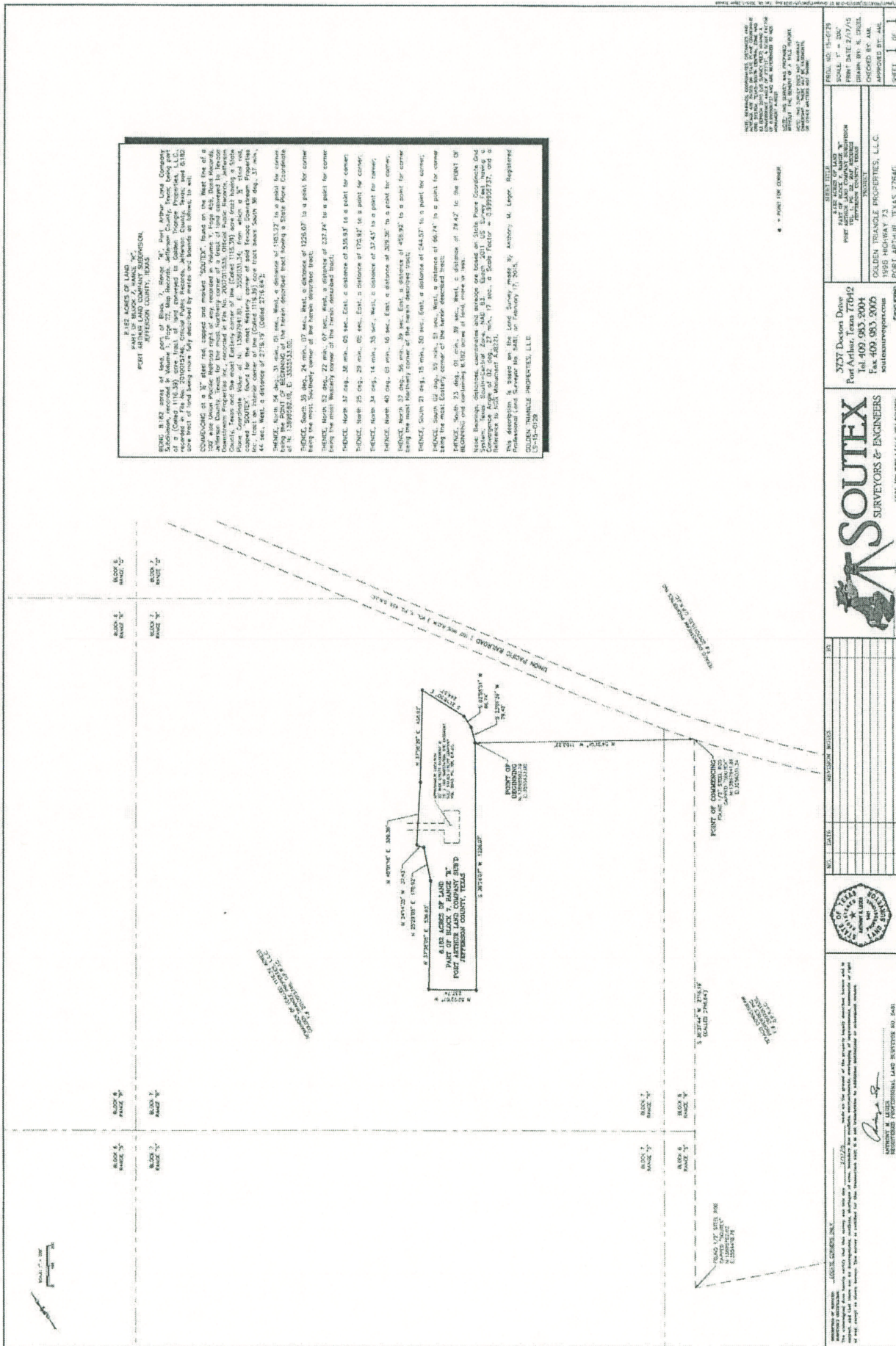
WERNER, L.L.
SITE SURVEYOR
PORT ARTHUR

ONE
P.L.O.
C.O.C.
O.D.S.
O.P.R.
M.R.

THIS SURVEY WAS MADE FOR THE PURPOSE AND SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR. (SEE DATE 8/20/18.)

**AGENDA ITEM****March 23, 2015**

Conduct a public hearing, consider, possibly approve and receive and file an Order creating the Emerald Biofuels Reinvestment Zone.



**8.182 ACRES OF LAND
PART OF BLOCK 7, RANGE "R",
PORT ARTHUR LAND COMPANY SUBDIVISION,
JEFFERSON COUNTY, TEXAS**

BEING 8.182 acres of land, part of Block 7, Range "R", Port Arthur Land Company Subdivision, recorded in Volume 1, Page 22, Map Records, Jefferson County, Texas; being part of a (Called 1116.39) acre tract of land conveyed to Golden Triangle Properties, L.L.C., recorded in File No. 2010015746, Official Public Records, Jefferson County, Texas; said 8.182 acre tract of land being more fully described by metes and bounds as follows, to wit:

COMMENCING at a ½" steel rod, capped and marked "SOUTEX", found on the West line of a 100' wide Union Pacific Railroad right of way, recorded in Volume Y, Page 459, Deed Records, Jefferson County, Texas for the most Northerly corner of a tract of land conveyed to Texaco Downstream Properties Inc., recorded in File No. 2007011535, Official Public Records, Jefferson County, Texas and the most Easterly corner of the (Called 1116.39) acre tract having a State Plane Coordinate Value of N: 13897941.81, E: 3556031.34; from which a ½" steel rod, capped "SOUTEX", found for the most Westerly corner of said Texaco Downstream Properties Inc., tract an interior corner of the (Called 1116.39) acre tract bears South 36 deg., 37 min., 44 sec., West, a distance of 2716.19' (Called 2716.64');

THENCE, North 54 deg., 31 min., 01 sec., West, a distance of 1103.22' to a point for corner being the **POINT OF BEGINNING** of the herein described tract having a State Plane Coordinate of N: 13898582.19, E: 3555133.00;

THENCE, South 36 deg., 24 min., 07 sec., West, a distance of 1226.07' to a point for corner being the most Southerly corner of the herein described tract;

THENCE, North 52 deg., 22 min., 07 sec., West, a distance of 237.74' to a point for corner being the most Westerly corner of the herein described tract;

THENCE, North 37 deg., 38 min., 05 sec., East, a distance of 536.93' to a point for corner;

THENCE, North 25 deg., 29 min., 05 sec., East, a distance of 170.92' to a point for corner;

THENCE, North 34 deg., 14 min., 35 sec., West, a distance of 37.43' to a point for corner;

THENCE, North 40 deg., 01 min., 18 sec., East, a distance of 309.36' to a point for corner;

THENCE, North 37 deg., 56 min., 39 sec., East, a distance of 458.92' to a point for corner being the most Northerly corner of the herein described tract;

THENCE, South 21 deg., 18 min., 50 sec., East, a distance of 244.57' to a point for corner;

THENCE, South 02 deg., 55 min., 51 sec., West, a distance of 66.74' to a point for corner being the most Easterly corner of the herein described tract;

THENCE, South 23 deg., 01 min., 39 sec., West, a distance of 79.42' to the **POINT OF BEGINNING** and containing 8.182 acres of land, more or less.

Note: Bearings, distances, coordinates and acreage are based on State Plane Coordinate Grid System, Texas South-Central Zone, NAD 83. Epoch 2011 US Survey Feet having a Convergence Angle of 02 deg., 27 min., 17 sec., a Scale Factor = 0.999906737, and a Reference to NGS Monument AJ8221.

This description is based on the Land Survey made by Anthony M. Leger, Registered Professional Land Surveyor No. 5481, on February 17, 2015.

GOLDEN TRIANGLE PROPERTIES, L.L.C.
LS-15-0129

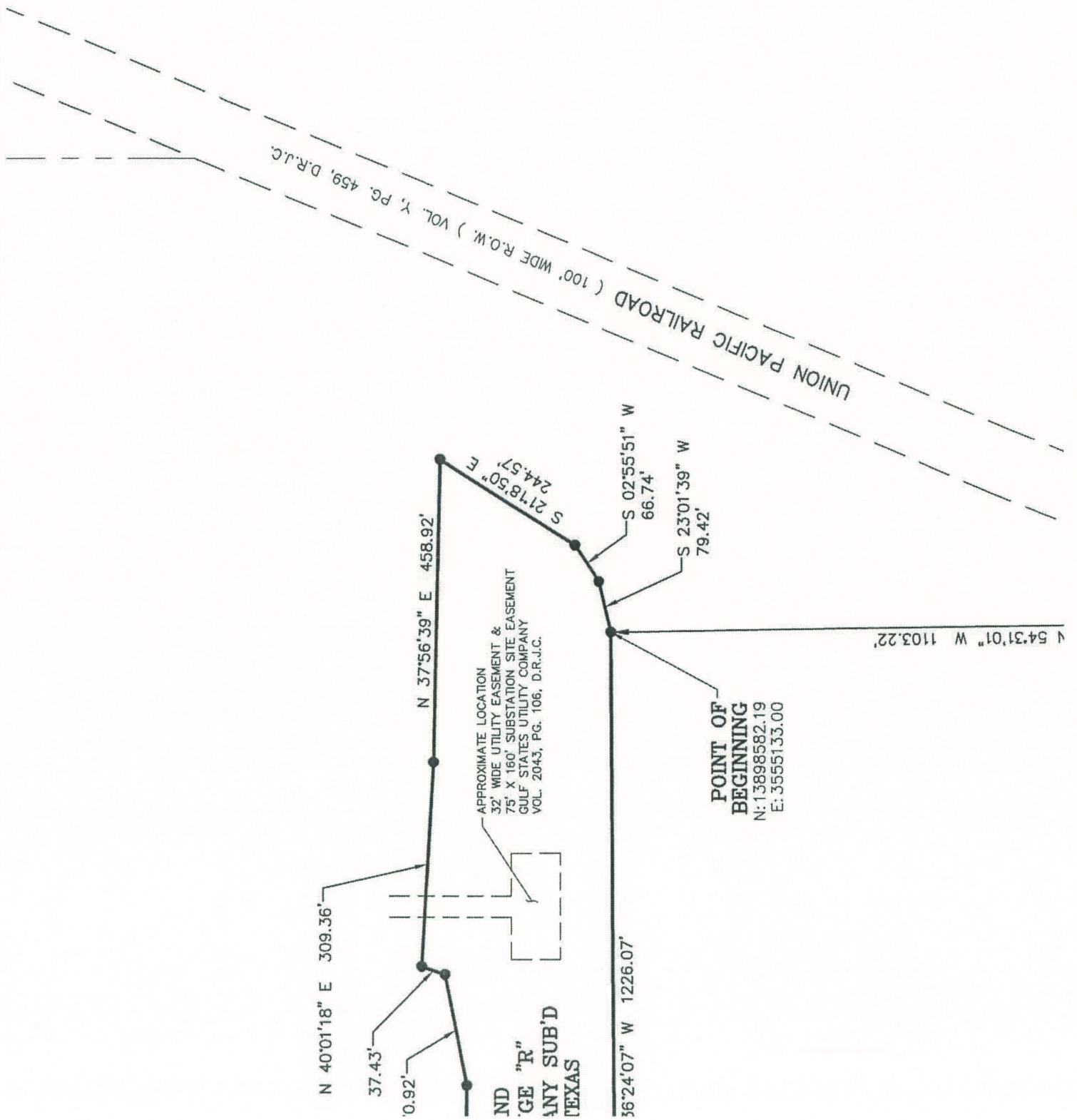


Exhibit B - Lease

**GROUND LEASE
(PORT ARTHUR, TEXAS)**

BETWEEN

GOLDEN TRIANGLE PROPERTIES, LLC,
as Lessor

AND

EMERALD BIOFUELS, LLC,
as Lessee

**GROUND LEASE
(PORT ARTHUR, TEXAS)**

This Ground Lease (Port Arthur, Texas) (the "*Lease*") is made and entered into effective as of the ____ day of _____, 2015 (the "*Effective Date*"), by and between GOLDEN TRIANGLE PROPERTIES, LLC, a Texas limited liability company ("*Lessor*"), and EMERALD BIOFUELS, LLC a Delaware limited liability company ("*Lessee*").

WITNESSETH

WHEREAS, Lessor owns certain real property located in Port Arthur, Jefferson County, Texas, as more particularly described in Exhibit A (the "*Leased Premises*").

WHEREAS, Lessee desires to lease from Lessor, and Lessor desires to lease to Lessee, the Leased Premises.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings contained herein, Lessor and Lessee hereby agree as follows:

**ARTICLE 1
DEFINITIONS; INTERPRETATION**

1.1 Definitions. The following capitalized terms, when used in this Lease, shall have the following meanings:

"*Affiliate*" means any Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with the Person specified.

"*Bankruptcy Event*" means with respect to the Person in question: (a) the application for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of such Person of all or a substantial part of its property; (b) such Person admitting in writing its inability, or being generally unable, to pay its debts as such debts become due; (c) such Person making a general assignment for the benefit of its creditors; (d) such Person commencing a voluntary case under, or filing any other petition seeking to take advantage of, any Bankruptcy Law; (e) such Person acquiescing in writing to any petition filed against such Person in an involuntary case under any Bankruptcy Law; (f) such Person taking any action for the purpose of effecting any of the foregoing; or (g) a proceeding or case being commenced without the application or consent of such Person in any court of competent jurisdiction, seeking: (i) the liquidation, reorganization, dissolution, winding-up, composition or adjustment of debts of such Person; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Person or of all or any substantial part of its assets; or (iii) similar relief in respect of such Person under any Bankruptcy Law and, in the case of this subpart (g) only, such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days from commencement of such proceeding or case.

"*Bankruptcy Law*" means any Law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts.

“Casualty” means any damage, destruction or loss of property resulting from a sudden, unexpected or unusual cause, including a fire, earthquake, tornado, hurricane, storm (including thunderstorm, windstorm, ice storm and cyclonic storm), flood, rising waters, volcanic eruption, tremor, tsunami, blizzard, solar flare, drought, landslide, falling snow, freezing rain, lighting or hailstorm.

“Change in Ownership” of any Person means the occurrence of any one of the following: (i) the consolidation with or merger into any other Person by such Person; (ii) a sale, assignment, conveyance, transfer, lease, exchange, conversion or other disposition of any equity interests in such Person or the voting rights with respect thereto; or (iii) the issuance of any equity interests in such Person.

“Claim” means any demand, claim, suit, charge, complaint, request for information, grievance, action, investigation, legal proceeding (whether at law or in equity) or arbitration.

“Control”, “Controlling” or “Controlled by” means, with respect to a Person, (i) the ownership of fifty percent (50%) or more of the equity securities or partnership interests of such Person, (ii) the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person, or (iii) the possession, directly or indirectly, of the power to direct or cause the direction of the actions, management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such Person or any Affiliate of such lender.

“Dispute” has the meaning set forth in Section 11.1(a).

“Effective Date” has the meaning set forth in the preamble hereto.

“Environmental Law” means all Laws relating to the protection of human health or the environment, the release of hazardous materials or substances, or the pollution of air, soil, groundwater or surface water (including, without limitation, the Clean Air Act, the Toxic Substance Control Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, or their state and local counterparts or analogues).

“Financing Assignment” has the meaning set forth in Section 12.2.

“Force Majeure” means any act or event that (i) delays the affected Party’s performance of its obligations (other than any obligation to pay money) in accordance with the terms of this Lease, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence, (iv) is not reasonably foreseeable and (v) could not have been prevented or avoided by the affected Party through the exercise of due diligence, including the expenditure of any reasonable sum of money, which may include acts of God, wars, sabotage, riots, actions of the elements, civil disturbances, strikes, labor disturbances, the binding order of any Government Authority, changes in applicable Law (but not any Bankruptcy Law or Environmental Law), failure or want of any necessary supplies or products caused by any circumstances that would otherwise constitute a Force Majeure.

"Governmental Authority" means any nation, state, sovereign or government, any federal, regional, state, local or political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including those issued, given or made by or with such governmental authorities under Environmental Laws.

"GTP Property" means that portion of the Overall Property not including the Leased Premises.

"Hazardous Substance" means any substance presently listed, defined, designated or classified as a pollutant, contaminant, hazardous substance, toxic substance, petroleum (including crude oil or any fraction thereof), hazardous waste, solid waste or special waste, or that is otherwise regulated, under any Environmental Law.

"Improvements" means any and all buildings, improvements and fixtures currently or which may hereafter be constructed upon the Leased Premises, including all modifications or alterations thereto.

"Indemnified Persons (Lessee)" mean Lessee, its Affiliates and each of their respective directors, officers, employees, shareholders, members, partners, agents and representatives, and **"Indemnified Person (Lessee)"** means any of the foregoing individually.

"Indemnified Persons (Lessor)" means Lessor, its Affiliates and each of their respective directors, officers, employees, shareholders, members, partners, agents and representatives, and **"Indemnified Person (Lessor)"** means any of the foregoing individually.

"Indemnitee" means any Indemnified Person (Lessee) or any Indemnified Person (Lessor).

"Indemnitor" means the Party which has indemnification, defense or hold harmless obligations hereunder to an Indemnitee.

"Initial Term" has the meaning set forth in Section 4.1.

"Law" means any law, ordinance, statute, regulation, judicial decision, order, injunction, writ, ruling, interpretation, rule, permit or certificate of any Governmental Authority, including Bankruptcy Laws and Environmental Laws.

"Lease" has the meaning set forth in the preamble hereto.

"Leased Premises" has the meaning set forth in the recitals hereto.

"Leased Premises Land Percentage" means, a percentage, the numerator of which is the number of acres contained in the Leased Premises and the denominator is the total number of acreage included in any Tax bill that is assessed against the Overall Property and includes the Leased Premises (e.g., if the Tax bill covers 1,116 acres, then the percentage shall be 1/1,116, or 0.089%).

"Lessee" has the meaning set forth in the preamble hereto.

"Lessee Party" means any or all of (i) Lessee, its Affiliates or any of its or their contractors (of any tier), (ii) the respective agents, representatives or employees of each Person specified in clause (i), or (iii) any Person (other than Lessor) acting on behalf of, or under the direction or supervision of, any Person specified in clause (i) or clause (ii).

"Lessor" has the meaning set forth in the preamble hereto.

"Lessor Party" means any or all of (i) Lessor, its Affiliates or any of its or their contractors (of any tier), (ii) the respective agents, representatives or employees of each Person specified in clause (i), or (iii) any Person (other than Lessee) acting on behalf of, or under the direction or supervision of, any Person specified in clause (i) or clause (ii).

"Lien" mean all mortgages, deeds of trust, deeds to secure debt, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever, including any (i) lien for taxes or assessments, builders', mechanics', warehousemen's, materialmen's, contractors', workmen's, repairmen's or carriers' lien, or (ii) lease, license, tenancy, right of occupancy, covenant, condition, restriction, easement, rights-of-way, roadway (public or private), royalty, mineral interest or right, right of first refusal, encroachment agreement, option agreement, dedication, reversionary interest, future interest, air or water rights, riparian rights, drainage rights, access rights or any other property right, encumbrance obligations, or restriction on transfer of any nature whatsoever.

"Loss" means any liability, judgment, loss, damage, cost or expenses of any nature, including reasonable attorneys' and consultants' fees and costs and costs of any environmental audit, investigation or remediation.

"Major Contractor" means a contractor of any tier retained directly or indirectly by Lessee, pursuant to one or a series of agreements, to perform services or provide materials or both, that are reasonably anticipated to cost in excess of \$2,500,000 in the aggregate.

"Non-Realty" means any improvements, trade fixtures, furnishings, equipment or other personal property not constituting real property.

"Notice of Claim" has the meaning set forth in Section 7.3(a).

"Overall Property" means that certain 1,116 acre tract of real property located in Port Arthur, Jefferson County, Texas, which Overall Property includes the Leased Premises and the GTP Property.

"Party" means either Lessor or Lessee and **"Parties"** mean Lessor and Lessee collectively.

"Permitted Encumbrance" means: (a) any encumbrance in the nature of a zoning restriction, building or land-use Law, restriction or other condition imposed by any Governmental Authority or (b) all matters identified on the title commitment for the Leased Premises.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association, entity or Governmental Authority.

"Pollution Liability Policy" has the meaning set forth in Section 7.5(a)(iv).

"Premises Vacation Date" means the date upon which this Lease expires or terminates.

"Rent" has the meaning set forth in Section 3.1.

"Restoration of the Leased Premises" or **"Restore the Leased Premises"** means: (a) dismantling and removing all Improvements; (b) removing any equipment, materials, supplies and any other Non-Realty of Lessee; and (c) clearing and removing all above-ground structures, facilities and equipment and all rubbish and capping all piping connections on the Leased Premises; *provided, however*, that Restoration of the Leased Premises shall not include any Foundation Removal or any other removal of below-ground improvements, fixtures or equipment (other than capping the pipes at the point they exit grade level).

"Restricted Payment" means any (a) dividend or other distribution (whether in cash, securities or other property) with respect to any equity interests in Lessor, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such equity interests in Lessor or any option, warrant or other right to acquire any such equity interests in Lessor, or (b) any payment, prepayment, defeasance, redemption or other distribution (whether in cash, securities or other property and including, without limitation, by way of reimbursement, subrogation or contribution) by Lessor to any Affiliate, or any officer or director of Lessor or any Affiliate thereof, under one or more agreements or instruments relating to any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of, or in connection with, borrowed money.

"Tax" means any sales, use, ad valorem, excise, value added, gross receipts, license, real property, property or other tax or assessment of any kind whatsoever.

"Term" means the Initial Term and any Renewal Term(s).

"Third Party Liability" means a Claim or Loss of any Person other than a Party to this Lease, their Affiliates or any of their respective employees, agents, representatives, invitees or contractors (of any tier) including: (a) any such Claim or Loss related to bodily injury or death of an individual or damage to, or destruction of, property; or (b) any fine, penalty or assessment by any Governmental Authority.

"Transfer" has the meaning set forth in Section 12.1.

1.2 Interpretation. The following rules of construction shall apply when interpreting this Lease:

- (a) all references in this Lease to Articles, Sections and Exhibits refer to Articles, Sections and Exhibits of this Lease unless expressly provided otherwise;
- (b) the terms "this Lease," "herein," "hereby," "hereunder," "hereof" and terms of similar import refer to this Lease as a whole and not to any particular subdivision unless expressly so limited and the term "this Section" refers only to the Section hereof in which such words occur;
- (c) the word "including" (in its various forms) means "including without limitation";
- (d) references to "days" as a time period for performance shall mean calendar days unless otherwise indicated;
- (e) unless the context otherwise requires, all defined terms contained herein shall include the singular and plural;
- (f) references to any applicable Law shall be deemed to refer to such Law as it may be amended and in effect from time to time;
- (g) each Exhibit hereto is incorporated into this Lease by reference as if such Exhibit were set forth in its entirety herein;
- (h) no term of this Lease shall be construed in favor of, or against, a Party as a consequence of one Party having had a greater role in the preparation or drafting of this Lease, but shall be construed as if the language were mutually drafted by both Parties with full assistance of counsel; and
- (i) the word "or" will have the inclusive meaning represented by the phrase "and/or."

ARTICLE 2 DEMISED PROPERTY

2.1 Leasehold. As more particularly set forth herein, Lessor hereby leases the Leased Premises to Lessee, and Lessee hereby leases the Leased Premises from Lessor, in each case subject to all Permitted Encumbrances. Lessee hereby accepts the Leased Premises, the Improvements and the Non-Realty "AS IS", "WHERE IS" and "WITH ALL FAULTS". LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, UNDER THIS LEASE AS TO THE PHYSICAL CONDITION OF THE LEASED PREMISES, IMPROVEMENTS OR NON-REALTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, CONDITION, FITNESS, OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE.

2.2 Easements.

- (a) Lessor hereby agrees to grant to Lessee a nonexclusive easement for vehicular and pedestrian access to and from Highway 73 on and over the existing paved road across GTP Property.
- (b) Lessee agrees that its use of any easement granted to it hereunder shall not unreasonably interfere in any material respect with Lessor's, or Lessor's affiliates, operations and shall comply with Lessor and Lessor's affiliate's rules and procedures governing safety and security.

ARTICLE 3 RENT

3.1 Rent. During the Term, Lessee shall pay Lessor "**Rent**" consisting of [] Dollars (\$) per month. The Rent for any month that begins or ends on other than the first or last day of a calendar month shall be prorated based on actual days elapsed.

3.2 Net Lease. Except as otherwise expressly provided in this Lease, (a) this is an absolute net lease, (b) Lessor shall not at any time be required to pay any costs, provide any services or do any act or thing with respect to the Leased Premises, Improvements and Non-Realty and (c) without limiting the generality of the foregoing, Lessee is obligated and hereby covenants and agrees to pay, prior to delinquency, all costs, fees and expenses of any and every nature whatsoever with respect to the Leased Premises, Improvements and Non-Realty, including, without limitation, (i) all taxes, assessments, license fees and other governmental charges levied or imposed upon the Leased Premises and/or Lessee's business operations conducted thereon; (ii) all costs for insuring the Leased Premises; (iii) all charges for utilities provided to the Leased Premises; and (iv) all costs for maintenance, repair, alteration, or replacement of any and all Improvements and Non-Realty. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against any cost, expense, loss, claim, damage, judgment or court order, and any and all actual and reasonable attorney's fees incurred, as a result of or in connection with Lessee's failure to meet its obligations under this Section 3.2.

ARTICLE 4 TERM

4.1 Term. The initial term of this Lease (the "**Term**") shall commence on the Effective Date and terminate on [], unless sooner terminated in accordance with the terms and provisions of this Lease.

4.2 Rights and Obligations upon Termination. Upon the expiration of this Lease for any reason, Lessee shall: (i) immediately discontinue all operations at the Leased Premises and shall restore the Leased Premises and Improvements to the existing condition as of the Effective Date of this Lease.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of Lessor. Lessor hereby represents and warrants to Lessee as follows as of the Effective Date:

- (a) Lessor is a limited liability company duly organized and existing in good standing under the Law of the State of Texas;
- (b) Lessor possesses all requisite power and authority to enter into and perform this Lease and to carry out the transactions contemplated herein;
- (c) Lessor's execution, delivery and performance of this Lease have been duly authorized and are in accordance with its organic instruments; this Lease has been duly executed and delivered for it by the signatories so authorized; and this Lease constitutes Lessor's legal, valid and binding obligation, except as the enforceability of this Lease may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditor's rights generally and by general principles of equity;
- (d) neither Lessor's execution or delivery of this Lease nor its consummation of the transactions contemplated hereby results in any breach of or constitutes any default under any material agreement to which Lessor is bound or causes Lessor to be in violation of any law, regulation, administrative or judicial order or process or decision to which Lessor is a party or by which it or its properties are bound or affected, in each case that would have a material adverse effect on Lessor's ability to perform its obligations hereunder;
- (e) no suit, action, arbitration or other legal or administrative proceeding is pending or, to Lessor's knowledge, is threatened against Lessor that would affect the validity or enforceability of this Lease or the ability of Lessor to fulfill its commitments hereunder, or that could result in any adverse change in the business or financial condition of Lessor; and
- (f) Lessor has fee simple title to the Leased Premises.

5.2 Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor as follows as of the Effective Date:

- (a) Lessee is a limited liability company duly organized and existing in good standing under the Law of the State of Delaware;
- (b) Lessee possesses all requisite power and authority to enter into and perform this Lease and to carry out the transactions contemplated herein;
- (c) Lessee's execution, delivery and performance of this Lease have been duly authorized and are in accordance with its organic instruments; this Lease has been duly executed and delivered for it by the signatories so authorized; and this Lease constitutes Lessor's legal, valid and binding obligation, except as the enforceability of this Lease may be limited by the effect of any applicable bankruptcy, insolvency, reorganization,

moratorium or similar laws affecting creditor's rights generally and by general principles of equity;

- (d) neither Lessee's execution or delivery of this Lease nor its consummation of the transactions contemplated hereby results in any breach of or constitutes any default under any material agreement to which Lessee is bound or causes Lessee to be in violation of any law, regulation, administrative or judicial order or process or decision to which Lessee is a party or by which it or its properties are bound or affected, in each case that would have a material adverse effect on Lessee's ability to perform its obligations hereunder;
- (e) all governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by Lessee with respect to this Lease or other document relating hereto or thereto to which Lessee is a party have been obtained or submitted and are in full force and effect and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with; and
- (f) no suit, action, arbitration or other legal or administrative proceeding is pending or, to Lessee's knowledge, is threatened against Lessee that would affect the validity or enforceability of this Lease or the ability of Lessee to fulfill its commitments hereunder, or that could result in any adverse change in the business or financial condition of Lessee.

ARTICLE 6 ADDITIONAL RIGHTS AND OBLIGATIONS

6.1 Right of Entry. Lessee shall, upon reasonable prior notice (which may be oral so long as it is provided in accordance with such access or security protocols as adopted by Lessee for all third parties entering the Leased Premises), and during normal business hours, permit Lessor and the agents and employees of Lessor to enter into and upon the Leased Premises for the purpose of inspecting the same and performing any obligations or exercising any rights of Lessor under this Lease, or pursuant to a corrective action, remediation, or other cleanup action under Environmental Law. Any entry by Lessor, its agents or its employees shall be at Lessor's sole risk, responsibility and expense, except for harm or damages caused by the sole negligence, gross negligence or willful misconduct of Lessee, its agents or employees. During any and all such entries, Lessor shall cause its agents and employees to comply in all respects with all applicable Law as well as Lessee's safety and security procedures at the Leased Premises.

6.2 Environmental Compliance.

- (a) Lessee shall provide prompt notification to Lessor of: (i) any discharge or release of Hazardous Substances at, on or under the Leased Premises, including any discharge or release from the Improvements, of which Lessee has actual knowledge; (ii) the presence at, on or under the Leased Premises of any uncontrolled Hazardous Substance of which Lessee has

actual knowledge, including but not limited to the use, processing, storage, transport or management of such Hazardous Substance by Lessee or any of its Affiliates or any other Person which poses a threat of a discharge or release; and (iii) the receipt by Lessee or any of its Affiliates of written notice of a currently pending Claim from any Governmental Authority alleging that Lessee or any of its Affiliates is in violation of, or has liability under, any Environmental Law with respect to its operation at the Leased Premises, or the disposal or transportation of Hazardous Substances from the Leased Premises

- (b) Upon any release or unauthorized discharge of Hazardous Substances at, on, or under the Leased Premises, including any discharge or release from the Improvements, Lessee shall promptly notify any Governmental Authorities required by any Environmental Law to be notified of such occurrence.
- (c) As soon as reasonably practicable in light of the circumstances but in all events in compliance with the time period required under any Environmental Laws, Lessee shall remediate any discharge or release of Hazardous Substances at, on or under the Leased Premises to the extent that such discharge or release is (i) caused in whole or in part by any Lessee Party or (ii) results from or is caused in whole or in part by any Lessee Party's excavation, improvement or use of the Leased Premises. Lessee shall perform such remediation in accordance with Environmental Law and Section 6.2(e) and shall provide Lessor with copies of all plans, correspondence, and other written materials associated with such remediation. Any remediation plan shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld. If Lessee fails to satisfy its obligations pursuant to this Section 6.2(c) on or before the date which is thirty (30) days after receipt of written notice from Lessor of Lessee's failure, Lessor may (but shall not be obligated to) perform Lessee's obligations pursuant to this Section 6.2(c) and Lessee shall reimburse Lessor for all reasonable out-of-pocket costs incurred by Lessor with respect to such remediation. All such costs shall be due and payable by Lessee within ten (10) days after written demand by Lessor accompanied by reasonable supporting documentation. Without limiting the generality of any other provision in this Lease, this Section 6.2(c) shall survive the expiration or earlier termination of this Lease regardless of whether either Party had knowledge of the existence of such discharge or release as of the expiration or termination of this Lease.

6.3 Maintenance and Repair. Lessee shall be solely responsible for all maintenance, repair and replacement of the Leased Premises, the Improvements and the Non-Realty, and Lessor shall have no maintenance, repair or replacement obligations of any nature whatsoever with respect to the Leased Premises, the Improvements or the Non-Realty. Lessee shall have sole and absolute discretion in determining whether to operate or idle Lessee's operations on the Leased Premises; provided, however, that Lessee shall at all times during the Term: (i) maintain

the Leased Premises, the Improvements and the Non-Realty in a safe condition and in accordance with prudent industry standards, and (ii) unless the operations at the Leased Premises are properly idled in accordance with prudent industry practice, maintain the Improvements and Non-Realty in good working order.

6.4 Permits and Government Approvals. Lessee shall obtain all permits and government approvals required by Law to lease and conduct its operations on the Leased Premises. Lessor shall cooperate to the extent reasonably necessary in obtaining any such permits and government approvals, negotiating agreements with governmental or quasi-governmental entities, or providing any records or documents pertaining to the Leased Premises for any such purposes; provided, however, Lessee shall promptly reimburse Lessor on demand for all reasonable, actual, out-of-pocket costs, fees and expenses incurred by any Lessor Party in connection therewith so long as Lessor provides Lessee with reasonable documentation for any such costs, fees or expenses. All such sums shall bear interest at the rate of eight percent (8%) per annum from the date which is thirty (30) days following Lessor's request for reimbursement until paid.

6.5 Utilities. Lessee will, at its own cost and expense, pay for all water, gas, heat, electricity and other utilities used in the Leased Premises. No interruption or malfunction of any utility services shall constitute an eviction or a disturbance of Lessee's use and possession of the Leased Premises or a breach by Lessor of any of its obligations hereunder or render Lessor liable for damages or entitle Lessee to be relieved from any of its obligations hereunder (including, without limitation, the obligation to pay Rent) or grant Lessee any right of off-set or recoupment.

6.6 Compliance with Law. Lessee shall operate and maintain the Leased Premises, the Improvements and the Non-Realty in compliance with all applicable Laws.

ARTICLE 7 INDEMNIFICATION; INSURANCE

7.1 General Indemnities.

- (a) LESSOR SHALL INDEMNIFY, DEFEND AND HOLD EACH INDEMNIFIED PERSON (LESSEE) HARMLESS FROM AND AGAINST: (I) ANY THIRD PARTY LIABILITY RESULTING FROM, ARISING OUT OF OR ATTRIBUTABLE TO (A) THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR NEGLIGENCE OF LESSOR, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES OR CONTRACTORS OF ANY TIER, OR (B) THE BREACH BY LESSOR OF THE TERMS OR CONDITIONS OF THIS LEASE; AND (II) ANY CLAIM BY OR LOSS OF ANY EMPLOYEE, AGENT, REPRESENTATIVE, INVITEE OR CONTRACTOR (OF ANY TIER) OF LESSOR OR ITS AFFILIATES EXCEPT TO THE EXTENT SUCH CLAIM OR LOSS RESULTS FROM, ARISES OUT OF OR IS ATTRIBUTABLE

TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSEE. Lessor's indemnification obligations with respect to any Claims or Losses made by the employees of Lessor or its Affiliates or the employees of any of their contractors of any tier shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessor or any such contractor under any applicable workers' compensation, disability benefit, employee benefit or other similar Law. With respect only to any Claim for indemnification hereunder, Lessor hereby expressly, specifically and knowingly waives: (x) the application of any workers' compensation, disability benefit, employee benefit or other similar Law; and (y) its statutory and constitutional workers' compensation immunity under any applicable state Law.

- (b) **LESSEE SHALL INDEMNIFY, DEFEND AND HOLD EACH INDEMNIFIED PERSON (LESSOR) HARMLESS FROM AND AGAINST: (I) ANY THIRD PARTY LIABILITY RESULTING FROM, ARISING OUT OF OR ATTRIBUTABLE TO (A) THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR NEGLIGENCE OF LESSEE, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES OR CONTRACTORS OF ANY TIER, OR (B) THE BREACH BY LESSEE OF THE TERMS OR CONDITIONS OF THIS LEASE; AND (II) ANY CLAIM BY OR LOSS OF ANY EMPLOYEE, AGENT, REPRESENTATIVE, INVITEE OR CONTRACTOR (OF ANY TIER) OF LESSEE OR ITS AFFILIATES, EXCEPT TO THE EXTENT SUCH CLAIM OR LOSS RESULTS FROM, ARISES OUT OF OR IS ATTRIBUTABLE TO THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR.** Lessee's indemnification obligations with respect to any Claims or Losses made by the employees of Lessee or its Affiliates or the employees of any of their contractors of any tier shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessee or any such contractor under any applicable workers' compensation, disability benefit, employee benefit or other similar Law. With respect only to any Claim for indemnification hereunder, Lessee hereby expressly, specifically and knowingly waives: (x) the application of any workers' compensation, disability benefit, employee benefit or other similar Law; and (y) its statutory and constitutional workers' compensation immunity under any applicable state Law.

7.2 Environmental Indemnities.

- (a) Lessor shall indemnify, defend and hold each Indemnified Person (Lessee) harmless from and against any Claims or Losses to the extent arising from

any of the following acts or omissions: (i) any discharge or release by any Lessor Party of any Hazardous Substance on, at or under the Leased Premises on or after the Effective Date; (ii) the failure of any Lessor Party to comply with any Environmental Law on or after the Effective Date; or (iii) any discharge or release of any Hazardous Substance on, at or under the Leased Premises prior to the Effective Date.

- (b) Lessee shall indemnify, defend and hold each Indemnified Person (Lessor) harmless from and against any Claims or Losses to the extent arising from any of the following acts or omissions on or after the Effective Date: (i) any discharge or release of any Hazardous Substance on, at or under the Leased Premises, other than any such discharge or release caused in whole or in part by (A) any Lessor Party or (B) migration of any Hazardous Substance from off the Leased Premises which is not caused by any Lessee Party; (ii) any other discharge or release of any Hazardous Substance caused in whole or in part by any Lessee Party; (iii) the transportation of Hazardous Substances to or from the Leased Premises by any Lessee Party; (iv) the failure to properly dispose of any Hazardous Substance brought onto or removed from the Leased Premises or generated, in either case by any Lessee Party; (v) the failure of any Lessee Party to comply with any Environmental Law; or (vi) any release or discharge caused by any excavation, improvement or use of the Leased Premises by any Lessee Party under Section 10.2 or Section 10.3.
- (c) In the event a Party intends to seek indemnification pursuant to Section 7.2 for any loss incurred for remediation work, prior to such Party incurring any expense that the other Party is obligated to reimburse pursuant to Section 7.2(a) or Section 7.2(b), the Party incurring such expense shall provide the other Party with ten (10) days prior written notice setting forth a description of the work to be performed and a reasonably detailed estimate of the cost of such work, unless such remediation is required by Environmental Law to commence sooner, in which case such written notice shall be provided as soon as reasonably practicable.

7.3 Indemnification Procedures.

- (a) An Indemnatee shall provide the Indemnitor with written notice (a "**Notice of Claim**") promptly (and in no event later than seven (7) days) after discovering or receiving notice of any Claim or Loss for which such Indemnatee may have a right to indemnification hereunder. Such Notice of Claim shall describe the Claim or Loss for which indemnity is being sought and shall include a reasonable estimate of such liability. Notwithstanding the foregoing, failure by an Indemnatee to provide a Notice of Claim in accordance herewith shall not relieve the Indemnitor of its obligations under this Lease except to the extent the Indemnitor is prejudiced by such failure.

- (b) An Indemnitor shall assume and control the defense (with counsel of its choice and at its sole cost and expense) of any Claim or Loss for which it has indemnification, defense and hold harmless obligations hereunder; *provided, however, that:*
 - (i) an Indemnatee shall be entitled (with counsel of its choice and at its sole cost and expense) to participate in the defense of any such Claim or Loss and, with the Indemnitor's consent (such consent not to be unreasonably withheld, conditioned or delayed), to assert any mandatory cross claim or counterclaim to such Claim or Loss (to the extent such cross claim or counterclaim has not already been asserted);
 - (ii) the Indemnitor agrees to afford the Indemnatee and its counsel the opportunity to be present at, and to participate in, conferences with all Persons (including Governmental Authorities) asserting any Claim or Loss against the Indemnatee covered by the indemnity contained in Section 7.1 or Section 7.2, as applicable, and representatives of, or counsel for, such Persons;
 - (iii) the Indemnitor may only settle any Claim or Loss with the prior written consent of the Indemnatee, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement is a monetary settlement that provides an unconditional and permanent release of the Indemnatee with respect to such Claim or Loss, in which case the Indemnitor may enter into such a settlement in its sole and absolute discretion; and
 - (iv) if an Indemnitor fails to acknowledge in writing its obligation to provide indemnification hereunder with respect to any Claim or Loss within ten (10) days of receipt of a Notice of Claim pertaining thereto, an Indemnatee may assume the defense of such Claim with counsel of its choice, including entering into any reasonable settlement thereof, at Indemnitor's cost.
- (c) An Indemnatee shall fully and timely cooperate with the Indemnitor in connection with any Claim or Loss, including making relevant files and records available for inspection by, and making its employees available to, the Indemnitor (with all reasonable out-of-pocket costs, excluding costs of employees' time, to be borne by the Indemnitor).
- (d) Notwithstanding any other provision of this Lease, a Party's obligation to provide indemnification hereunder shall survive the expiration or earlier termination of this Lease.

7.4 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECEIVE ANY

SPECIAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES (INCLUDING FOR LOST PROFITS OR BUSINESS INTERRUPTION), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM ANY OTHER PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE OWED TO A THIRD PARTY PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

7.5 Lessee's Insurance.

- (a) Lessee shall procure and maintain in full force and effect from the Effective Date until the Premises Vacation Date the following insurance coverage:
 - (i) statutory workers' compensation and occupational disease insurance, including employer's liability insurance with a limit of no less than \$2,000,000 and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act and the Jones Act and other maritime employer's liability coverage as required to comply with applicable Law; *provided, however*, that if maritime employer's liability coverage is required, it shall have a limit of no less than \$2,000,000 each occurrence;
 - (ii) commercial general liability insurance, including all premises and operations, contractual liability, products-completed operations liability, legal liability, fire, explosion, collapse and underground damage liability, broad form property damage liability and, if applicable, watercraft and aircraft liability insurance, as well as coverage on all of Lessee's mobile equipment (other than motor vehicles licensed for highway use) owned, hired or used in the performance of this Lease, with limits of no less than \$5,000,000 for bodily injury, personal injury and property damage combined each occurrence and in the aggregate;
 - (iii) commercial automobile liability insurance, including contractual liability, covering all motor vehicles licensed for highway use and employed by Lessee, with limits of no less than \$5,000,000 for bodily injury, personal injury and property damage combined each occurrence and in the aggregate; and
 - (iv) pollution liability insurance covering the Leased Premises and its operations including coverage for gradual, sudden and accidental third party property damage, bodily injury and clean-up costs for new conditions occurring during the Term with limits of no less than \$3,000,000 each occurrence (the "*Pollution Liability Policy*").

- (b) Any insurance coverage required to be maintained by Lessee hereunder shall be placed with an insurer reasonably acceptable to Lessor and written on an occurrence basis.
- (c) Any deductible or self-insured retention under any insurance coverage required to be maintained by Lessee hereunder shall not exceed \$1,000,000 each occurrence, except for the pollution liability coverage required pursuant to Section 7.5(a)(iv) which may have a deductible of \$3,000,000 each occurrence or be self-insured by the Lessee. As between the Parties, Lessee shall be solely responsible for satisfying any such deductibles and self-insured retentions.
- (d) On or prior to the Effective Date and thereafter, within thirty (30) days after written request from Lessor, which request shall not be made more than once each calendar year (but failure to provide such certificates shall not be a default by Lessee hereunder), Lessee shall deliver to Lessor a certificate, in form and substance reasonably acceptable to Lessor, from each of the insurance providers issuing the insurance policies required to be provided hereunder (other than workers' compensation insurance) certifying to Lessor that: (i) none of such insurance policies shall be suspended, voided, canceled, reduced in scope or limits or otherwise amended without providing Lessor with thirty (30) days' advance written notice; and (ii) all such insurance coverage shall apply separately to each insured and additional insured against whom a Claim is made or suit is brought, provided, however, that in the event Lessee is unable to provide a certificate with respect to any of the matters described in clause (i) of this Section 7.5(d), Lessee may, in lieu thereof, cause any such insurance policy to include an endorsement that it will not be suspended, voided, canceled, reduced in scope or limits or otherwise amended without Lessor being provided with thirty (30) days' advance written notice thereof.
- (e) The commercial general liability, automobile liability and pollution liability coverage required to be maintained by Lessee hereunder shall be endorsed to: (i) include each Indemnified Person (Lessor) as an additional insured; (ii) provide that the coverage afforded to such Persons as an additional insured shall be primary to any other coverage available to any such Person; and (iii) provide blanket contractual coverage for written (but not oral) contracts.
- (f) Lessee shall cause all of Lessee's Major Contractors to procure and maintain insurance coverage equal to that required of Lessee pursuant to Section 7.5(a)(i) through Section 7.5(a)(iii) inclusive and that satisfies the conditions set forth in Section 7.5(b), Section 7.5(d) and Section 7.5(e); *provided, however*, that: (i) no such Major Contractor may satisfy such obligations through self-insurance, without Lessor's consent, such consent not to be unreasonably withheld, conditioned or delayed; and (ii) if a Major Contractor does not regularly retain or is unable to obtain on

commercially reasonable terms such insurance coverage as necessary to comply with such requirements, Lessee may request that Lessor waive or modify all or any part of such insurance requirements and Lessor shall reasonably consider (but shall not be obligated to grant) such request. Lessee shall require all of Lessee's contractors (of any tier) that are not Major Contractors to procure and maintain insurance that is commercially reasonable in accordance with prudent industry practice for the work being performed by such contractor.

- (g) The insurance requirements set forth in this Lease shall not in any way limit Lessee's liability arising out of this Lease, or otherwise, and shall survive the termination or cancellation of this Lease; *provided, however*, that any such liability may be satisfied out of insurance proceeds.

7.6 Lessor's Insurance. Lessor shall not be required to maintain insurance under this Lease or with respect to the Leased Premises.

7.7 Waiver of Subrogation; Duty to Mitigate.

- (a) Lessee, for itself and on behalf of any Indemnified Person (Lessee), waives and releases any Claim that Lessee or any other Indemnified Person (Lessee) may have against Lessor and each Indemnified Person (Lessor) for any Loss to the extent it is: (i) covered, or required to be covered, by the insurance policies required hereunder to be procured by Lessee; or (ii) covered by any other third party insurance carried by Lessee, regardless of whether the negligence of Lessor or any Indemnified Person (Lessor) caused such Loss. Lessee hereby waives on behalf its insurance carriers any right of subrogation such carriers may have against Lessor and each Indemnified Person (Lessor) and shall cause its insurance carriers to include in all policies required hereunder, by endorsement or otherwise, a waiver of any rights of subrogation.
- (b) Lessor, for itself and on behalf of any Indemnified Person (Lessor), waives and releases any Claim that Lessor or any other Indemnified Person (Lessor) may have against Lessee or each Indemnified Person (Lessee) for any Loss to the extent it is covered by any third party insurance carried by Lessor, regardless of whether the negligence of Lessee or any Indemnified Person (Lessee) caused such Loss. If Lessor carries any such insurance, Lessor hereby waives on behalf of its insurance carriers any right of subrogation such carriers may have against Lessee and each Indemnified Person (Lessee).
- (c) Each Party shall have a duty to use commercially reasonable efforts to mitigate any Loss suffered by such Party in connection with this Lease for which the other Party would be liable under this Lease pursuant to an indemnification obligation or otherwise.

ARTICLE 8 CASUALTY; CONDEMNATION

8.1 Casualty Loss. Lessee shall be responsible, and shall bear the full risk of loss, with respect to: (i) the use, operation and maintenance of the Leased Premises and all Improvements, (ii) any loss of or damage to the Leased Premises and all Improvements, and (iii) any personal injury or death or loss of or damage to any other property arising out of the operation or use of the Leased Premises. In the event of a Casualty to the Leased Premises or any Improvements, this Lease shall continue in full force and effect and shall not terminate, the Term shall not change and there shall be no abatement of Rent.

8.2 Participation in Proceedings. In the event that all or any portion of the Leased Premises or the Improvements is condemned or appropriated during the Term, both Lessor and Lessee may participate in proceedings to recover compensation for such condemnation or appropriation of their respective interests.

8.3 Effect of Condemnation.

- (a) If a condemnation or appropriation of the Leased Premises or the Improvements does not render the continued operation of the Leased Premises commercially impracticable, this Lease shall continue in full force and effect.
- (b) If a condemnation or appropriation of the Leased Premises or the Improvements renders the continued operation of the Leased Premises commercially impracticable, Lessee may terminate this Lease as of the date such condemnation or appropriation becomes effective by giving written notice of such termination within thirty (30) days following the effectiveness of the condemnation or appropriation.
- (c) In the event of a condemnation or appropriation of all or any material part of the Leased Premises, regardless of whether this Lease is terminated, Lessor and Lessee may, in their respective individual and separate capacities and unless otherwise required by applicable Law, pursue such remedies and make such Claims as they may have against the Governmental Authority or other Person exercising such right of condemnation or appropriation. For the purpose of determining the respective rights and remedies of the Parties or an equitable apportionment of any condemnation award, whether such award is made to Lessor and Lessee jointly or to Lessor or Lessee individually: (i) Lessor shall be deemed to be the owner of the remainder interest in the land constituting the Leased Premises; (ii) Lessee shall be deemed to be the owner of the leasehold estate created by this Lease and the Improvements; and (iii) Lessor and Lessee shall apportion any condemnation award in accordance with the value of their respective interests.

ARTICLE 9 COVENANT AGAINST LIENS

9.1 Liens of Lessee's Creditors.

- (a) If, because of any act or omission of Lessee, any Lien or order for the payment of money is filed against any portion of the Leased Premises, Lessee shall, without limiting its right to contest the validity thereof in accordance with Section 9.2: (i) at its own cost and expense, cause the same to be discharged of record no later than the earlier to occur of (A) sixty (60) days after the filing of any such Lien or order, (B) ten (10) days prior to the consummation of any foreclosure action based on such Lien or order or (C) twenty (20) days after entry of any judgment in favor of the holder thereof from which no further appeal can be taken; and (ii) indemnify, defend and save harmless Lessor from any Losses arising therefrom. If requested by Lessor, based on a determination that such Lien or order has or may have a material adverse effect upon Lessor, Lessee shall bond or provide additional security reasonably acceptable to Lessor for such contested Lien or order.
- (b) If Lessee fails to cause any such Lien or order to be discharged of record as required pursuant to Section 9.1(a), Lessor shall have the right (but shall not be obligated) to cause the same to be discharged and Lessee shall reimburse Lessor for all reasonable out-of-pocket costs incurred by Lessor to discharge such Lien or order, together with an administrative charge equal to fifteen percent (15%) of such amount, within ten (10) days after written demand therefor.

9.2 Right to Contest. Lessee may contest, by appropriate proceedings, the amount, validity or application of any imposition, legal requirement or any Lien arising therefrom on or applicable to the Leased Premises or the Improvements; *provided, however*, that: (a) unless such proceedings suspend the collection thereof, Lessee shall pay the full amount of such Lien and seek reimbursement for the contested portion thereof or provide Lessor with a payment bond in form and substance reasonably acceptable to Lessor; (b) no part of the Leased Premises shall be subject to loss, sale or forfeiture before determination of any such contest; and (c) Lessee shall conduct any such contest in good faith and with due diligence and shall, promptly after the determination of such contest, pay and discharge all amounts which shall be determined to be payable with respect thereto.

ARTICLE 10 QUIET ENJOYMENT; USE OF PROPERTY

10.1 Covenant of Quiet Enjoyment. Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises from and after the Effective Date through the expiration of the Term, subject in each case to all Permitted Encumbrances, the provisions of this Lease and the matters referred to herein.

10.2 Permitted Use. Lessee shall use the Leased Premises for office trailer and passenger vehicle parking.

10.3 Improvements. Lessee shall have the right, as it may desire during the Term from time to time and in its sole and absolute discretion, to construct, alter, modify or remove any Improvements and Non-Realty on the Leased Premises.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Settlement By Mutual Agreement.

- (a) In the event any dispute, controversy or claim between Lessee and Lessor arises under this Lease or is connected with or related in any way to this Lease or any right, duty or obligation arising hereunder or the relationship of Lessor and Lessee hereunder (a "**Dispute**"), including a Dispute relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Lease, Lessor and Lessee shall first attempt in good faith to settle and resolve such Dispute by mutual agreement in accordance with the terms of this Section 11.1. In the event a Dispute arises, a Party shall have the right to notify the other Party that it has elected to implement the procedures set forth in this Section 11.1. Within fifteen (15) days after delivery of any such notice by a Party to the other Party regarding a Dispute, Lessor and Lessee shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute. Should a mutual resolution and settlement not be obtained at the meeting of Lessor and Lessee for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party, as the case may be, refer the Dispute to senior management of the Parties for resolution. Within fifteen (15) days after delivery of any such notice by a Party to the other referring such Dispute to senior management of the Parties for resolution, representatives of senior management of each of the Parties shall meet at a mutually agreed upon time and place to attempt, with diligence and good faith, to resolve and settle such Dispute.
- (b) Should mutual resolution and settlement not be obtained at the meeting of representatives of senior management of each of the Parties for such purposes as contemplated in Section 11.1(a) or should no such meeting take place within such fifteen (15) day period as contemplated in Section 11.1(a) (unless extended by mutual agreement), then the Dispute shall be submitted to non-binding mediation in accordance with the provisions of Section 11.2.
- (c) If a demand for payment is made to a Party in good faith under this Lease, then such Party shall be required to make such payment notwithstanding any Dispute it may have asserted or may intend to assert regarding such

payment; provided, however, that the making of such payment shall not in any way limit such Party's rights under this Article 11 in respect of such Dispute.

11.2 Mediation. Lessor and Lessee hereby agree that any Dispute which is not resolved pursuant to the provisions of Section 11.1 shall be submitted to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association. Should mutual resolution and settlement not be obtained through the mediation process within sixty (60) days after appointment of the mediator, then any Party shall be entitled to submit the dispute to a court of competent jurisdiction, subject to the terms of Section 11.3.

11.3 Submission to Jurisdiction. To the extent permitted by applicable Law, any legal action or proceeding against any of the Parties under this Lease or with respect to this Lease shall be brought exclusively in any court of competent jurisdiction located in Jefferson County, Texas and, by execution and delivery of this Lease, each of the Parties hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts.

11.4 Waiver of Trial by Jury. Each Party hereby waives trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) arising out of or related to this Lease.

11.5 Emergency Relief. Without affecting the Parties' agreement to mediate a Dispute, either Party may seek injunctive relief or other form of emergency relief at any time from any state court of competent jurisdiction in Jefferson County, Texas or the federal court for such district.

11.6 Survival. The provisions of this Article 11 shall survive expiration or earlier termination of this Lease.

ARTICLE 12 ASSIGNMENT, SUBLEASE OR ENCUMBRANCE

12.1 Restriction on Transfer. Lessee may not directly or indirectly sell, assign, transfer, pledge, mortgage or encumber its leasehold interest or grant any concession or license within the Leased Premises (each, a "*Transfer*") or its rights or obligations hereunder without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Any Transfer in violation of this Section 12.1 shall be null and void.

ARTICLE 13

TAXES

13.1 Lessee Obligation. Lessee shall be solely responsible for, and shall pay prior to any delinquency, any and all Taxes that may be imposed on the Leased Premises, the Improvements, Lessee's operations on the Leased Premises or any Non-Realty owned by Lessee on or used in connection with the Leased Premises for the period commencing on the Effective Date and continuing through and including the Premises Vacation Date.

13.2 Right to Cure. If Lessee fails, refuses or neglects to make any Tax payment in accordance with this Article 13: (a) Lessor shall have the right, but not the obligation, to pay all or any portion of such amount; and (b) Lessee shall be liable to Lessor for any such amount paid, together with interest thereon at the rate of eight percent (8%) per annum, plus reasonable attorneys' fees and expenses incurred because of, or in connection with, any such delinquency. The election by Lessor to pay any Tax for which Lessee is responsible pursuant to this Lease shall not constitute a waiver of any breach hereunder.

13.3 Apportionment. The parties recognize that the Leased Premises has not been separately assessed for Tax purposes and that Taxes imposed on the Leased Premises for the year in which the Term commences may be included with Taxes imposed on the Overall Property. Therefore, for the year in which the Term commences, the parties shall apportion Taxes as follows:

- (a) With respect to Taxes assessed against any land included in the Leased Premises (but not Improvements), the parties shall prorate Taxes related to the Leased Premises Land Percentage of such Taxes as of the Effective Date, with Lessor being responsible for the period on and prior to the Effective Date, and Lessee being responsible for the period after the Effective Date (it being acknowledged that Lessor shall remain responsible for any such Taxes not included within the Leased Premises Land Percentage of such Taxes, whether related to the period prior to or after the Effective Date).
- (b) With respect to Taxes related to any Improvements on the Overall Property (all of which, Lessor represents, are located on the Leased Premises as of the Effective Date), the parties shall prorate such Taxes as of the Effective Date, with Lessor being responsible for the period on and prior to the Effective Date, and Lessee being responsible for the period after the Effective Date.

13.4 Subdivision. On or prior to the end of the calendar year in which the Term commences, Lessor shall, at its sole cost and expense, obtain a subdivision of the Overall Property in accordance with all applicable Laws to create separate tax parcels and accounts for the Leased Premises and the GTP Property. Lessee agrees to reasonably cooperate with Lessor in connection with obtaining such subdivision.

13.5 Exceptions. Notwithstanding any other provision in this Article 13, Lessee shall not be required to pay any franchise, income or excess profit taxes that may be payable by Lessor or Lessor's legal representative, successors or assigns, nor shall Lessee be required to pay any Tax that might become due on account of ownership of property other than the Leased Premises which may become a Lien on the Leased Premises or which may be collectible out of the same.

13.6 No Deduction for Lessor. Lessor shall not take deductions or credits on its federal, state or local Tax returns with respect to the Improvements constructed the Leased Premises.

ARTICLE 14 FORCE MAJEURE

14.1 Burden of Proof. The burden of proof as to whether a Force Majeure has occurred shall be upon the Party claiming the Force Majeure.

14.2 Effect of Force Majeure. If either Party is rendered wholly or partly unable to perform its obligations under this Lease because of Force Majeure, that Party shall be excused from whatever performance is affected by the Force Majeure (excluding an obligation to make payments due, including Rent) to the extent so affected; *provided, however*, that:

- (a) the non-performing Party, as soon as reasonably practicable after the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice followed by a written notice fully describing the particulars of the occurrence;
- (b) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and
- (c) the non-performing Party uses its best efforts to remedy its inability to perform as soon as possible, provided that neither Party shall be required to prevent or settle any strike, walkout or other industrial labor dispute.

ARTICLE 15 MISCELLANEOUS

15.1 Governing Law. This Lease shall in all respects be governed by and construed in accordance with the Laws of the State of Texas, without regard to its conflict of laws principles.

15.2 No Partnership. Nothing contained in this Lease shall be construed to create an association, trust, partnership or joint venture or impose a trust or partnership duty, obligation or liability, or an agency relationship, on or with regard to either Party. Each Party shall be individually liable for its own obligations under this Lease.

15.3 Entire Agreement. This Lease contains the entire understanding of Lessor and Lessee with respect to the matters covered hereby and supersedes and cancels any and all oral or written prior agreements, understandings, statements and representations between the Parties with respect thereto.

15.4 No Waiver. The failure of either Party to insist upon or enforce in any instance strict performance of any of the terms of this Lease or to exercise any right, power or remedy hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or any such right, power or remedy on any future occasion.

15.5 Amendments. No amendment or modification of the terms of this Lease shall be binding on either Lessor or Lessee unless reduced to writing and signed by both Parties.

15.6 Captions. All captions, titles, subject headings, section titles and similar items are provided solely for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning, content or scope of this Lease.

15.7 Notice and Service. Any notice, demand, request, consent, approval, confirmation, communication or statement that is required or permitted under this Lease shall be in writing and shall be made by hand delivery, certified mail or a nationally recognized overnight courier, addressed to the Party at the address set forth below. Changes in such address shall be made by notice similarly given. Notice delivered by hand or by nationally recognized overnight courier shall be deemed received when delivered to the address as specified herein, and notice mailed in the manner provided above shall be deemed received upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

Lessor: Steven R. Birdwell
Golden Triangle Properties, LLC
10 Oaklawn
Houston, TX 77024
(713) 875-9111

Lessee: Emerald Biofuels, LLC
Attention:

(xxx) xxx-xxxx

15.8 Maintenance of Records. Any documents or other records required to be maintained pursuant to this Lease shall be maintained for the lesser of: (a) five (5) years; or (b) twelve (12) months following expiration or termination of this Lease.

15.9 Severability and Renegotiation.

- (a) Should any part of this Lease, for any reason, be declared invalid, such decision shall not affect the validity of the remaining portions, which remaining portions shall remain in force and effect as if this Lease has been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the Parties that they would have executed the remaining portion of this Lease without including therein any such part, parts or portion which may for any reason be hereafter declared invalid.

- (b) Notwithstanding the provisions of Section 16.9(a), should elimination of any invalid portions of this Lease render the continuation of this Lease impossible or if any term or provision of this Lease be found invalid by any court or regulatory body having jurisdiction thereof, the Parties shall immediately renegotiate in good faith such term or provision of this Lease to eliminate such invalidity.

15.10 Further Assurances. If either Lessor or Lessee reasonably determines that any further instruments or any other acts are necessary or desirable to carry out the terms of this Lease, the other Party shall promptly execute and deliver all such instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease; *provided, however*, that no such instruments or assurance shall change the terms and conditions of this Lease.

15.11 Independent Obligations. The obligation of Lessee to pay all Rent and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties hereunder constitute the joint and several, independent, unconditional obligations to be performed at all times provided for hereunder by Lessee.

15.12 Time of the Essence. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

15.13 No Merger. Neither this Lease nor the leasehold estate created hereby shall terminate or be terminated by merger of title, operation of law, or otherwise, unless expressly agreed in writing signed by the Parties.

15.14 No Third Party Beneficiaries. Except as otherwise herein expressly provided, this Lease inures to the sole and exclusive benefit of the Parties and confers no benefit on any third party whomsoever.

15.15 Lease Remains in Effect. Notwithstanding a failure of the obligations of either Party hereunder, the rights of the Parties under this Lease shall not lapse, be suspended or forfeited, and the Lease shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their respective authorized officers as of the Effective Date.

LESSOR:

GOLDEN TRIANGLE PROPERTIES, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

LESSEE:

EMERALD BIOFUELS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A
Leased Premises

Cushman & Wakefield of Texas, Inc.

If the foregoing is acceptable, please evidence the Lessee's acceptance by executing a copy of this letter and returning it to us by email or other method of delivery by November 1, 2014, or this offer to sell shall expire. We look forward to working with you to successfully complete this transaction.

Very truly yours,

B. Kelley Parker, III

BKP/mh
Attachments

ACCEPTED:

LESSOR: Golden Triangle Properties, LLC

By: 

Name: Steven R. Birdwell

Its: President / CEO

Date: 10/28/14

LESSEE: Emerald Biofuels, LLC

By: 

Name: Robert Fleming

Its: Vice President of Engineering & Technology

Date: 10/29/14



PROCLAMATION

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of April, 2020, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Eddie Arnold, Commissioner of Precinct No. 1, the following Proclamation was adopted:

SOIL & WATER STEWARDSHIP WEEK April 26 – May 3, 2020

WHEREAS, fertile soil and clean water provide us with our daily sustenance; and

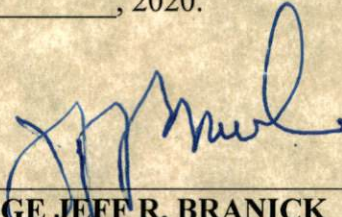
WHEREAS, effective conservation practices have helped provide us a rich standard of living; and

WHEREAS, our security depends upon healthy soil and clean water; and

WHEREAS, stewardship calls for each person to help conserve these precious resources,

NOW THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim April 26 to May 3, 2020 as Soil & Water Stewardship Week in the State of Texas and we urge all citizens to celebrate this special observance, and further, to reflect on ways that together that we can contribute to a healthy environment and make Texas an even greater place to live, work and raise a family.


Signed this 14th day of April, 2020.


JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER EDDIE ARNOLD
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER BRENT A. WEAVER
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Regular, April 14, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, April 14, 2020