

SPECIAL, 7/21/2020 10:30:00 AM

BE IT REMEMBERED that on July 21, 2020, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Eddie Arnold, Commissioner Pct. No. 1

Commissioner 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
July 21, 2020

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



**NOTICE OF MEETING AND AGENDA
 OF COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS
 July 21, 2020**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **21st** day of **July 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 **Special** 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:

11:00 a.m.- WORKSHOP- To receive information from the Jefferson County Housing Finance Corporation regarding their continued operations.

Jefferson County hJefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage: https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 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: Everett "Bo" Alfred, Commissioner, Precinct Four

Notice of Meeting and Agenda and Minutes
July 21, 2020

PLEDGE OF ALLEGIANCE: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

1. Consider and approve a fourth renewal year for (Agreement 17-025/JW) with Thomson Reuters (Westlaw) and Jefferson County for online access for the 252nd District Court. This renewal will begin on September 1, 2020 and end on August 31, 2021, at a total monthly cost of \$108.00 for two (2) users. This is in accordance with Contract # DIR-LGL-CALIR-02 (Option 1A, Year 4).

SEE ATTACHMENTS ON PAGES 8 - 20

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

2. Consider and approve award, execute, receive and file a professional services contract with Tetra Tech, Inc. for (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 21 - 147

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

3. Consider and approve, execute, receive and file Change Order No. 1 for (JOC 19-050/DC) with SETEX Construction Corp. for the Repair of the Jefferson County Port Arthur Health & Welfare/Adult Probation Building for water proofing with Masterseal 750AA elastomeric in the amount of \$14,245.80. This is in accordance with Choice Partners JOC Texas Contract 15/041JN-11-2015.

SEE ATTACHMENTS ON PAGES 148 - 152

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

COUNTY AUDITOR:

4. Consider and approve budget transfer - Mid-County Maintenance - replacement of two a/c units.

120-6085-416-6014	BUILDINGS AND STRUCTURES	\$10,000.00	
120-6085-416-4056	ELECTRICITY		\$10,000.00

SEE ATTACHMENTS ON PAGES 153 - 153

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

5. Consider and approve budget transfer – District Clerk – purchase of 2-person cubicle, two chairs and scanner.

120-2031-414-3084	MINOR EQUIPMENT	\$950.00	
120-2031-414-6022	FURNITURE & FIXTURES	\$5,700.00	
120-2031-414-5062	TRAVEL EXPENSE		\$6,650.00

SEE ATTACHMENTS ON PAGES 154 - 162

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

6. Consider and approve budget transfer – District Clerk Records Technology – purchase of scanner.

864-0000-414-3084	MINOR EQUIPMENT	\$1,000.00	
864-0000-414-5062	TRAVEL EXPENSE		\$1,000.00

SEE ATTACHMENTS ON PAGES 163 - 171

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

Notice of Meeting and Agenda and Minutes
July 21, 2020

7. Regular County Bills – check #473492 through checks #473681

SEE ATTACHMENTS ON PAGES 172 - 179

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

8. Consider and approve budget transfer – Beaumont Maintenance – capital replacements.

120-6083-416-6003	BUILDING - COURTHOUSE	\$100,000.00	
120-6083-416-1036	PAINTERS		\$40,000.00
120-6083-416-1072	MAINTENANCE CREW		\$60,000.00

SEE ATTACHMENTS ON PAGES 180 - 180

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

ADDENDUMS

9. Consider and approve budget transfer – Road& Bridge Pct. 3 – additional cost for extra help and building addition.

113-0308-431-6014	BUILDINGS AND STRUCTURES	\$5,000.00	
113-0302-431-1005	EXTRA HELP	\$15,000.00	
113-0305-431-3037	GASOLINE		\$10,000.00
113-0302-431-3015	CEMENT, CONCRETE, ETC.		\$3,688.00
113-0302-431-3080	COVER STONE		\$6,312.00

SEE ATTACHMENTS ON PAGES 181 - 181

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

10. Receive and file Financial & Operating Statements – County Funds Only for the Month Ending June 30, 2020.

SEE ATTACHMENTS ON PAGES 182 - 199

Motion by: Commissioner Arnold

Second by: Commissioner Weaver

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

Action: APPROVED

COUNTY COMMISSIONERS:

11. Consider, possibly approve and authorize the County Judge to extend the Declaration of Local Disaster dated 03-13-2020, Pursuant to Section 418.108 (b) of the Texas Government Code.

SEE ATTACHMENTS ON PAGES 200 - 200

Motion by: Commissioner Alfred

Second by: Commissioner Arnold

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

Action: APPROVED

HUMAN RESOURCES:

12. Consider and possibly approve granting extended leave without pay for up to 90 days for Eboni Nelson, an employee of the Sheriff's Department.

Motion by: Commissioner Alfred

Second by: Commissioner Sinegal

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

Action: APPROVED

Jeff R. Branick
County Judge

Appendix C Pricing Index (Products and Pricing)

West is the foremost provider of integrated information solutions to the U.S. legal market. West has been providing legal, government, law enforcement, and information professionals with the highest-quality legal, news, business, public records, and law enforcement information, and the most innovative technology solutions and tools to manage them, for more than 140 years.

Pursuant to the RFO, West's Contract may be extended to allow non-state Texas agencies and other states and government jurisdictions (collectively referred to in this proposal as "Other Authorized Entities") to purchase under the Contract, subject to approval by DIR and West (see page 11).

Complete product and pricing details are provided in the following pages.

West CALIR Offerings Summary

Recognizing that Texas state and local agencies have diverse and unique online information research and solutions needs, West offers several options and packages, thus providing Texas state and local agencies with flexibility to pick and choose the option and/or package that is best suited to their specific end users' needs. West's Contract provides for three (3) different pricing options:

- **Option 1—Legal Research.** This option provides Texas agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B). These options also are consistent with the core legal research options offered under the existing CCG Contract. In addition, agencies may supplement these legal research packages by choosing additional content from a select list of optional separately priced add-on libraries.
- **Option 2—Investigative Research.** This option provides access to comprehensive public records, publicly available information, and proprietary data for investigative purposes. Thomson Reuters CLEAR helps law enforcement and agencies locate people faster, conduct due diligence more efficiently, and save valuable time and resources during investigations.
- **Option 3—Custom Packages.** The custom packages offered as part of this option recognize that Texas agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 – 2. These custom packages provide maximum flexibility to purchase custom packages of legal and/or investigative online information that are specifically tailored to the unique research needs of individual agencies and end users.

In addition, West offers other similar products that might be of interest to DIR, such as legal drafting, practical law/legal know-how, print, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management.

PRICING

West's content offerings provide Texas state and local agencies with cost-effective pricing for access to an extensive variety of packages of online information and functionality that assist users in their research. Given the extensive variety of options and packages available, it may be helpful to speak to a West representative who is specifically trained to help assess your agency's unique needs. To discuss content and price options best suited to your agency's needs, please contact your West government sales representative.

AGENCY ORDERING INSTRUCTIONS

Texas state and local agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form with the content/pricing option selected by the agency. Note that all POs must reference the Contract number.

OPTION 1—LEGAL RESEARCH (PER PASSWORD)

This option provides Texas purchasing agencies the ability to pick and choose from two (2) commonly requested legal research packages (Options 1A – 1B):

- **Option 1A—Texas Core Resources with News Databases**
- Option 1B—All State and Federal Resources with News Databases

Note that these options are consistent with the core options offered under the existing CCG CALIR Contract (State Agency Options A and C, as well as Local Agency Options A and C). Texas state and local agencies that are currently accessing this content under the existing Contract will experience a seamless migration/transition process, should they decide to continue their current level of services.

Agencies may supplement these core legal research packages by choosing additional content from a select list of optional separately priced add-on libraries, including the following:

- | | |
|--|--|
| ▪ All Analytical Library | ▪ Texas Analytical Library |
| ▪ American Law Reports (ALR) Library | ▪ Texas Employment Practitioner Core Library |
| ▪ American Jurisprudence (AMJUR) Library | ▪ Texas Criminal Secondary Library |
| ▪ Corpus Juris Secundum (CJS) Library | ▪ Texas Family Law Core Library |
| ▪ Law Reviews and Journals Library | ▪ Texas Pleadings, Motions, and Memoranda Library |
| ▪ Municipal Practitioner Core Library | ▪ Texas Briefs Plus Library |
| ▪ Criminal Expert Resources | ▪ Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library |
| ▪ Regulations with Editorial Enhancements (formerly RegulationsPlus) | ▪ Texas Form Finder |
| ▪ PeopleMap Premier | |

Pricing and descriptions of the content included for Options 1A-1B and the optional add-ons are provided in the following pages.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1A—TEXAS CORE LEGAL RESOURCES WITH NEWS DATABASES

This option provides access to core Texas primary and analytical resources, as well as news databases.

Included Content:	<ul style="list-style-type: none"> Texas Primary Law Library Texas Practice Series Library Texas Practice Guide Library Texas Jurisprudence Library Employment Regulations Suite U.S. News Library 						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$47	\$47	\$49	\$52	\$54	\$57	\$60
26-50	\$45	\$45	\$47	\$49	\$52	\$54	\$57
51-100	\$42	\$42	\$45	\$47	\$49	\$52	\$54
101-150	\$40	\$40	\$42	\$44	\$47	\$49	\$51
151-200	\$38	\$38	\$40	\$42	\$44	\$47	\$49
201 +	\$36	\$36	\$38	\$40	\$42	\$44	\$46

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1A.

Content

Texas Primary Law—Texas-specific materials, as well as federal resources concerning Texas. This library includes Texas cases, annotated statutes, administrative code, and court rules. Federal resources include federal district and circuit court decisions originating in Texas, all Supreme Court decisions, and the United States Code Annotated (USCA).

Texas Practice Series Library—Comprehensive reference set for Texas attorneys. Includes reference titles covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts* and Current Awareness services (KeyCite Alert, WestClip) *[Excludes daily and continuous alerts.]
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1B—ALL STATE AND FEDERAL RESOURCES WITH NEWS DATABASES

This option provides access to an expanded collection of primary and analytical resources, including all state and federal, as well news databases.

Included Content:	<ul style="list-style-type: none"> ▪ All Primary Law Library ▪ Texas Practice Series Library ▪ Texas Practice Guide Library ▪ Texas Jurisprudence Library ▪ Federal Practice and Procedure Library ▪ American Jurisprudence (AMJUR) Library ▪ Employment Regulations Suite ▪ Regulations with Editorial Enhancements ▪ U.S. News Library 						
Fixed Monthly Charge:	Monthly Per User Per Agency Location Pricing						
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-25	\$77	\$77	\$81	\$85	\$89	\$94	\$98
26-50	\$73	\$73	\$77	\$81	\$85	\$89	\$93
51-100	\$69	\$69	\$73	\$77	\$80	\$84	\$89
101-150	\$66	\$66	\$69	\$73	\$76	\$80	\$84
151-200	\$63	\$63	\$66	\$69	\$73	\$76	\$80
201 +	\$60	\$60	\$63	\$66	\$69	\$72	\$76

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Note: Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following are brief descriptions of the content, features, and services included in Option 1B.

Content

All Primary Law Library—Federal and state case law, administrative decisions, 50 state statutes (including United States Code Annotated), and administrative rules and regulations.

Texas Practice Series Library—Comprehensive reference set for Texas attorneys, covering laws and rules on real property and evidence, as well as other titles such as The Jury Charge for Texas Civil Litigation and County and Special District Law.

Texas Practice Guide Library—Coverage of essential Texas practice areas with direct links to Texas Jurisprudence 3d, West's Texas Digest, Vernon's Texas Statutes and Codes Annotated and South Western Reporter 2d.

Texas Jurisprudence Library—Full text of Texas Jurisprudence, 3d.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

All Federal Practice and Procedure Library—Definitive treatise on practicing law in the federal courts.

Employment Regulations Suite—Texas State Office of Administrative Hearings Decisions, as well as administrative decisions and guidance documents from all 50 states. It provides a one-stop source for efficient regulatory research on employment, whether users are advising on overtime, workers' compensation, employee drug testing, or other areas of employment law.

Regulations with Editorial Enhancements (*formerly RegulationsPlus*)—Federal regulatory research system that helps researchers stay fully informed on regulatory issues with editorial summaries of case law decisions, notification tools, version history, and citing references.

U.S. News Library—Thousands of news and business information sources that offer reliable, comprehensive, and current and archival information from the United States. Sources include: newspapers, wires, news magazines, television and radio transcripts, financial news, business publications, and industry publications.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Unlimited download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)

- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

If an agency selects an Option 1 Legal Research package (1A – 1B), the following optional separately priced add-on libraries are available. For any add-ons selected by the agency, the corresponding monthly per-user charge will be added to the Legal Research package charge.

Optional Add-On Content (Monthly Per User Per Agency Location Pricing)							
Library Name	Initial Term*	Year 1	Year 2	Year 3	Year 4	Opt. Yr. 5	Opt. Yr. 6
All Analytical Library	\$19	\$19	\$20	\$21	\$22	\$23	\$24
American Law Reports (ALR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
American Jurisprudence (AMJUR) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Corpus Juris Secundum (CJS) Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Law Reviews and Journals Library	\$4	\$4	\$4	\$4	\$5	\$5	\$5
Municipal Practitioner Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Criminal Expert Resources	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Regulations with Editorial Enhancements	\$8	\$8	\$8	\$9	\$9	\$10	\$10
PeopleMap Premier	\$75	\$75	\$79	\$83	\$87	\$91	\$96
Texas Analytical Library	\$13	\$13	\$14	\$14	\$15	\$16	\$17
Texas Employment Practitioner Core Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Criminal Secondary Library	\$12	\$12	\$13	\$13	\$14	\$15	\$15
Texas Family Law Core Library	\$11	\$11	\$12	\$12	\$13	\$13	\$14
Texas Pleadings, Motions, and Memoranda Library	\$15	\$15	\$16	\$17	\$17	\$18	\$19
Texas Briefs Plus Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library	\$21	\$21	\$22	\$23	\$24	\$26	\$27
Texas Form Finder	\$11	\$11	\$12	\$12	\$13	\$13	\$14

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

PACKAGE DESCRIPTION

Content

Please see following page for brief descriptions of the content available as optional add-ons to Options 1A and 1B.

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Research assistance (24/7/365)
- ✓ Unlimited access/usage of included content
- ✓ Download, email, print of included content
- ✓ Editorial Enhancements
- ✓ Online full-service citator and citation verification service (KeyCite, WestCheck)
- ✓ Research tools (Research Recommendations, Westlaw Answers, Snapshots)
- ✓ Analytical and organizational tools (Folder Analysis, Research Report, Custom Pages)
- ✓ Alerts and Current Awareness services (KeyCite Alert, WestClip) **[Excludes daily and continuous alerts.]*
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

LEGAL RESEARCH

OPTION 1—OPTIONAL ADD-ON CONTENT

Following are brief descriptions of the content available as optional add-on to Options 1A – 1B.

Content Descriptions

All Analytical Library—Combines expert legal analysis with forms, jury instructions, and more. Includes ALR, All AMJUR, Restatements of the Law, Federal Practice and Procedure, Causes of Action, Forms, Jury Instructions, and Law Reviews and Journals.

American Law Reports (ALR) Library—Leading case-finding tool in America. It is a continuing series of articles that collect and analyze every court case decided on a particular point of law. Contains full text of First, Second, Third, Fourth, Fifth, Sixth, and Federal Series.

American Jurisprudence (AMJUR) Library—Full text of AMJUR 2d, which provides authoritative answers to any aspect of civil, criminal, substantive, and procedural law. Cases, statutes, and regulations from all 50 states and federal courts are researched and analyzed to create Am Jur articles.

Corpus Juris Secundum (CJS) Library—CJS helps researchers understand unfamiliar areas of law by providing links to cases, statutes, regulations, West Key Numbers, Restatements of the Law, and more. It provides quick overviews of topics with Black Letter Summaries and is also fully integrated with the West Key Number System.

Law Reviews and Journals Library—Respected law reviews, law journals, and other professional legal publications.

Municipal Practitioner Core Library—Legal analysis, treatises, practice guides, and forms for the municipal law practitioner. This library consolidates municipal law analytical materials on Westlaw into one collection to save researchers time. It provides access to titles such as McQuillin Municipal Law Report, Matthews Municipal Ordinances, and Zoning and Planning Law Report.

Criminal Expert Resources Library—Essential resources for finding a criminal expert witness, including Expert, Attorney, and Judge Profiles; Expert Witness Curricula Vitae and Resumes; and Expert Witness Checklists.

Regulations with Editorial Enhancements (formerly RegulationsPlus)—Federal regulatory research system that helps researchers stay fully informed on any regulatory issue with editorial summaries of case law decisions, notification tools, version history, citing references and more.

PeopleMap Premier—comprehensive and current collection of public records and investigative information resources for locating people, assets, licenses and registrations, adverse filings, and business and corporate information. Includes advanced tools for efficient searching.

Texas Analytical Library—Complete collection of Texas-related legal guides, forms and authorities on topics such as on workers compensation, personal injury and torts practice, civil rules practice and more.

Texas Employment Practitioner Core Library—Essential employment law practice guides, forms, checklists, journals, and law reviews. Covers topics such as employment litigation, transactional and compliance topics.

Texas Criminal Secondary Library—Secondary materials needed for those practicing in Texas courts. Includes Texas-specific jury instructions and analytical materials, jurisdictional and national practice guides, forms and checklist, news, criminal journals, law reviews, and more.

Texas Family Law Core Library—Wide range of current Texas family law forms which helps users to analyze the law and evaluate legal strategy with West's respected secondary treatises and CLE materials.

Texas Pleadings, Motions, and Memoranda—Selected trial pleadings, motions, and memoranda from Texas state courts. These materials provide ideas, strategies, and insight to help learn how attorneys in previous cases pled and argued similar fact situations and law.

Texas Briefs Plus Library—Appellate briefs filed in Texas state courts and Federal briefs from the U.S. Court of Appeals for the Fifth Circuit and U.S. Supreme Court. Provides selected trial pleadings, motions, memoranda, and jury instructions from Texas state courts, as well as pleadings, motions, and memoranda from U.S. district and bankruptcy courts within the jurisdiction of the Fifth Circuit.

Texas Graphical Bundle—Graphical Statutes, PastStat Locator, and Legislative History Library—Includes Graphical Statutes, PastStat Locator, and the Texas Legislative History Library.

- *Graphical Statutes*. Illustrates the evolution of statute in an easy-to-read display that incorporates the prior, current and future versions of a statute.
- *PastStat Locator*. Instant access to the statute version that was in effect on the date the legal matter actually occurred, beginning on January 1, 1999.
- *Legislative History*. Journals, floor debates, reports, bill drafts, testimony, Governor's messages and votes.

Texas Form Finder—Hundreds of easily searchable official forms for Texas state, local and federal courts, as well as government agencies.

OPTION 2—INVESTIGATIVE RESEARCH (PER PASSWORD)

This option provides access to Thomson Reuters CLEAR Investigations Basic for Texas law enforcement and for investigators in agencies and other state government offices. CLEAR Investigations Basic is an enhanced version of the previous CLEAR product West offered under the CCG Contract. It provides more content and augmented capabilities over its predecessors.

CLEAR public records data provides tremendous benefit to authorized users in locating persons and assets, verifying identities, identifying businesses and business affiliations, and uncovering potentially adverse information. CLEAR provides comprehensive data sources with current and historical data, enhanced functionality, and exclusive offerings that comprise the most comprehensive investigative platform available.

Under this plan, investigators and analysts in law enforcement and other government agencies will access and search CLEAR's public records data, publicly available data, and proprietary data via the CLEAR platform (available via web browser on computer or mobile device). Additional delivery modes for CLEAR data as well as other premium features and services are available via a CLEAR custom package plan (see Option 3, Custom Packages).

Pricing and brief descriptions of the content, features and services included in Option 2 are provided on the following page.

STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT FOR PRODUCTS AND RELATED SERVICES – DIR CONTRACT NO. DIR-LGL-CALIR-02

INVESTIGATIVE RESEARCH

OPTION 2—CLEAR INVESTIGATIONS BASIC

2. CLEAR Investigations Basic (Monthly Per User Pricing)							
# of Users	Initial Term*	Year 1	Year 2	Year 3	Year 4	Option Year 5	Option Year 6
1-250	\$66	\$66	\$69	\$73	\$76	\$80	\$84
251-500	\$63	\$63	\$66	\$69	\$73	\$76	\$80
501-750	\$60	\$60	\$63	\$66	\$69	\$72	\$76
751+	\$57	\$57	\$59	\$62	\$66	\$69	\$72

*Initial Term is included to cover that term from contract execution through August 31, 2017. Each subsequent year will begin September 1, in alignment with the Texas fiscal calendar. Cost of services during Initial Term and Year 1 is flat.

Pricing Notes:

- Tier pricing will remain fixed for the duration of the year. Tiers are based on the total number of users within an individual option and do not aggregate across other options or states. Invoices will be generated at the location level.
- Purchasing agencies with 1,000+ users may choose to contact West directly for custom pricing.

PACKAGE DESCRIPTION

Following is a brief description of the content included in Option 2.

Content

CLEAR Investigations Basic—Provides access to CLEAR’s standard searching, reporting, and functionality. CLEAR standard search types include: Person, Business, Phone, Property, Vehicles, Watercraft, License, and Court. Also includes comprehensive Individual and Company reports, as well as more streamlined Contact and Basic reports. A dashboard provides access to tools such as Quick Analysis Flags and Address Mapping, and the Workspace feature provides link chart and mapping capabilities. (Excluded content: TransUnion credit header gateway, Vehicles gateway, Web Analytics feature.)

Features and Services

- ✓ Training (Initial and on-going at no additional charge)
- ✓ Service availability (24/7/365)
- ✓ Technical support (24/7/365)
- ✓ Download, email, print of included content
- ✓ Analytical and organizational tools (My Workspace)
- ✓ Online account management tools (My Account, QuickView+)
- ✓ Mobile access

OPTION 3—CUSTOM PACKAGES

Custom packages are offered in recognition that Texas state and local agencies may have diverse and unique needs that cannot be met by the pre-packaged content sets provided by West's Options 1 and 2.

These custom packages provide purchasing agencies with maximum flexibility to purchase custom packages of online legal, investigative, law enforcement, correctional, print, and other Thomson Reuters/West products and solutions that are specifically tailored to the research needs of individual agencies and end users. Offering customized packages allows an agency to enjoy the best value, in terms of both price and content.

Pricing is not available under this option as the custom agency-specific pricing will be negotiated with the purchasing agency based on its research needs. Please contact your local West government representative for more information about these custom plans and to obtain your discount. West can also provide agencies with free trial access.

OTHER SIMILAR PRODUCTS OFFERED BY VENDOR

In addition to our core offerings, West offers additional products that may be of interest to DIR, such as legal drafting, practical law/legal know-how, case management, court management, continuing legal education (CLE), e-discovery, legal practice, and matter management. West also offers an expansive print collection, and print discounts might be available for eligible agencies. (Please note that some of our print discount plans are not packaged with online offerings.)

Please see your local West government representative for more information regarding any of these additional products.

Vendor Standard Terms and Conditions

The following terms and conditions apply to purchases made under this Contract for authorized/eligible State of Texas Department of Information Resources (hereinafter “DIR”) Customers.

- **Eligibility**—Available only to authorized Texas state and local agencies as agreed upon by the terms of the Contract negotiated between the Texas Department of Information Resources (“DIR”) and West Publishing Corporation (“West”). The following entities are eligible to purchase CALIR products and services under this Contract (Bid Package 4, Appendix A, Subsection 3(A), as amended by Exhibit A):

“Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West’s approval, and except for telecommunications services under Chapter 2170, Texas Government Code.”

Please note: West does not agree to allow entities as defined in Sections B-J of Bid Package 4, Appendix A, Subsection 3(B-J) to purchase products and services under this contract.

The rates set forth hereunder are available only to authorized state and local government personnel accessing West products for government purposes.

Pursuant to the RFO, West’s contract may be extended to other non-Texas state agencies and political subdivisions of other states, subject to West’s approval.

- **Agency/Purchasing Agency Locations**—Each purchasing agency location must subscribe separately (for Options 1 and 2). Access is limited to the agency’s personnel at that location. Purchasing agencies with multiple locations may purchase under Option 3 (Custom Packages).
- **Authorized Users**—Only users authorized to use West products by the purchasing agency may access and use West products under the terms of this agreement, and such use must be solely for purposes directly related to the purchasing agency’s research and work.
- **Passwords**—Each user must be assigned a separate password. Passwords may only be used by the person to whom the password is issued. Sharing of passwords between or among users is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the purchasing agency and invoice the Password Rate if West learns that the product has been used by a person other than the person to whom the password has been issued.
- **Password Rates**—The Monthly Charge per User under each option will NOT be prorated. Requests for passwords by new Subscribers or requests for additional passwords by current Subscribers that are processed by West by the last day of a month will be billed the entire Monthly Charge per User for each password request during such month. The Monthly Charge per User for Subscribers that elect to change from one option to another will be effective on the first day of the month following receipt and approval of the appropriate documentation by West.
- **Included and Excluded Charges**—Purchasing agencies will receive the content package as described in their West Order Form. Access to and usage of any other databases, features, and services is excluded and will be billed separately as excluded charges. The excluded content, features, and services will be charged at the applicable rates (including applicable transaction, communications, and other associated charges, if any) for each database, feature, or service accessed according to the then-current terms and conditions as set forth in

the then-current Schedule A Plan 2 Westlaw Government Service or Schedule A Plan 2 Westlaw PRO (Westlaw), or the then-current CLEAR Services Schedule A (CLEAR).

West may, at its option, make certain databases, features, and services excluded charges if West is contractually bound or otherwise required to do so by a contributor of data to West, or if the databases, features, and services are enhanced or released after the effective date of any contract awarded to West pursuant to this Response. Purchasing entities will receive online notification and may have the option to change plans or terminate if a material change is made.

- **CLEAR Usage**—West’s proposal allows for CLEAR usage up to ten times the proposed fixed-rate guarantee. (Usage will be calculated using then-current retail rates.) In the event the purchasing agency’s CLEAR usage exceeds this limit during any month of the proposed contract term, West may, at its option, (1) limit the purchasing agency’s access to live gateways for the remainder of the contract term, (2) request that the parties enter into good faith negotiations for an adjusted fixed rate, or (3) terminate the contract (after providing ten days written notice to the purchasing agency).
- **New Databases, Features, Services, and Platforms**—West reserves the right to charge for any new databases, features, services, or platforms released during the term of this contract (whether “third-party” databases or not), and such charges may be separate from and in addition to the Fixed Monthly Charge. Such charges (if any) shall not be greater than the charges at which such databases, features, services, or platforms are made available to West’s other government subscribers under West’s then-current Schedule A Plan 2 Westlaw Government Service (Westlaw) or CLEAR Services Schedule A (CLEAR).

If, however, any new databases, features, services, or platforms released during the term of this contract are made generally available to government subscribers as part of their fixed rate agreement, West will also make these same new databases, features, services, or platforms available to the purchasing agency at no extra cost.

- **Ordering Documents**—The attached West Order Form and license agreement (General Terms and Conditions--Thomson Reuters Legal Products and Services) provide complete details regarding West’s offer. These documents will be incorporated by reference into and made part of any contract awarded to West. In addition, access to and usage of CLEAR requires completion of the then-current Account Validation and Certification (AVC) Form. (Current copies of these documents are included in Appendix D.)
- **Contractor Information**—Any contract resulting from this proposal will be with:

Legal Contracting Entity:	West Publishing Corporation
Doing Business As (DBA):	West, a Thomson Reuters business
Corporate Address:	610 Opperman Drive, Eagan, MN 55123
Remittance Address:	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #:	41-1426973
DUNS #:	14-850-8286
Cage Code:	89101

- **Ordering Instructions**—Authorized purchasing agencies may purchase products off the Contract by contacting their West government representative and completing the applicable West Order Form and any necessary credentialing documents, and attaching the applicable West Order Form with the content/pricing option selected by the purchasing agency. Note that all Order Forms must reference the State Contract number and the Option(s) selected.
- **Signature Requirements**— The applicable Order Form and any related documentation must be signed by an authorized representative. In lieu of a signed Order Form, an agency must submit a Purchase Order that contains the following incorporating clause: “This Purchase Order incorporates the attached West Order Form made pursuant to the DIR Contract No. DIR-LGL-CALIR-02.”

- **Order Processing**—Orders will be processed as follows:
 - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
 - **Option 3:** Service will begin the first day of the first month following receipt of the fully executed West Order Form and after any necessary credentialing has been completed, provided adequate time is available for implementing the contract. In general, to implement a contract, West must receive the fully executed, applicable West Order Form no later than five business days prior to the end of the month preceding the start of service.

Orders received that do not follow these guidelines will not be accepted or will delay processing.

- **Survivability**—At the time of expiration or cancellation of the Contract, any existing multi-year agreement between West and a purchasing agency will remain in effect and continue to exist under the terms and conditions of the Contract, including payment for services, until the term expires as set forth in the multi-year agreement.

SOFTWARE LICENSE AGREEMENTS AND SAMPLE ORDERING DOCUMENTS

Copies of West's software license agreements and ordering documents/forms are part of Appendix D.



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

PROJECT:	Grant Administration and Management Services for Community Development Block Grant – Mitigation (CDBG-MIT)	TETRA TECH, INC. TIN:	95-4148514
CLIENT:	Jefferson County		
ADDRESS:	1149 Pearl Street, Beaumont, Texas 77701		
INVOICING ADDRESS:	1149 Pearl Street, 7 th Floor Auditing Department, Beaumont, Texas 77701 Attention: Patrick Swain, County Auditor		
PROJECT CONTACT:	Jeff R. Branick, County Judge	TEL:	409-835-8466
		FAX:	409-839-2311
PAYMENT CONTACT:	Patrick Swain, County Auditor	TEL:	409-835-8500
		FAX:	409-839-2369
CONSULTANT:	TETRA TECH, INC.		
ADDRESS:	One Oxford Valley, Suite 200		
	Langhorne, PA 19047		
TECHNICAL CONTACT:	Gina Behnfeldt	TEL:	215-584-3180
		FAX:	
Contractual CONTACT:	Gina Behnfeldt	TEL:	215-584-3180
		FAX:	
PAYMENT ADDRESS:	Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642.		
PROJECT DESCRIPTION:	Preparation of Texas General Land Office application(s) for Community Development Block Grant – Mitigation (CDBG-MIT) funding, and administration of awarded funding.		



SCOPE OF SERVICES/PERIOD OF PERFORMANCE
(See Attachment)



PRICE SCHEDULE (See Attachment)

TERMS AND CONDITIONS

1. DEFINITIONS AND CONTRACT FORMATION.

- (a) "**Client**" shall mean the person or entity identified in the Tetra Tech, Inc. "TT" Proposal for whom Services are to be performed.
- (b) "**TT**" shall mean Tetra Tech, Inc.
- (c) "**Client Order**" shall mean the purchase order, request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that TT furnish Services.
- (d) "**TT Proposal**" shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein TT offers to furnish Services.
- (e) "**Services**" shall mean the Services of TT personnel described in the TT Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract provided, however, that TT shall have no responsibility as a generator, operator, transporter, disposer or arranger of the transportation and/or disposal of Hazardous Substances as defined in Article 7 below.
- (f) "**Contract**" shall mean these Terms and Conditions and the TT Proposal, and shall include, only to the extent not inconsistent with any aspect of the TT Proposal and these Terms and Conditions, the provisions of the Client Order. Upon execution by Client or commencement of Services at Client's request, TT's Proposal and these Terms and Conditions shall constitute a binding Contract and govern exclusively any Services provided.



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

2. COMPENSATION.

- ☒ **LUMP SUM or TIME AND MATERIALS.** Compensation for these Services shall be a Lump Sum or Time and Materials based on approved Task Orders for services. No proposed Task Order or Task Order Amendment shall exceed the administrative caps proposed in TT's June 2, 2020 Response Proposal and applicable Project Delivery caps as GLO may establish, whichever is less.

Direct Job Wages or Hourly Rates are subject to change to reflect adjustments in TT's salary levels.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, TT shall submit a cost estimate for such services and a contract modification for cost and fee shall be negotiated and approved by the Client. TT may perform such additional efforts prior to the execution of such modification, but is not required to.

TT shall be compensated in accordance with TT's June 2, 2020 Proposal, as set forth in each Task Order, and the terms of this Article. TT's invoices are rendered monthly with a "Net 30" payment term. TT will furnish an invoice to the Client detailing activities performed, milestones achieved, deliverables completed, or time and expenses incurred, as appropriate for the specific Task Order. The Client shall not be responsible to pay TT for services not included in an issued Task Order. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date. **Payment shall be made to the following address: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642.** TT may, but is not required to, terminate its services if any invoice is unpaid for sixty (60) days. TT, its officers, employees, or consultants may be asked or required to appear as a witness or deponent, to furnish information or data through interrogatories, or otherwise be compelled to participate in, administrative or judicial proceedings arising in connection with Client's project. In that event and notwithstanding expiration or termination of this Contract, Client shall compensate TT in accordance with this Article and reimburse TT for reasonable legal expenses incurred in connection therewith, provided, however, that the provisions of Article 5, below, shall govern in the event TT is found to be at fault.

3. TERM - The term of this Agreement shall be from the effective date of June 24, 2020 through the completion of all Task Orders issued by the Client and/or June 24, 2023 unless amended or extended by action of the Commissioner's Court. TT shall use commercially reasonable efforts to make all program applications by due dates as may be established or extended by Texas General Land Office (GLO).

4. STATEMENT OF WORK - TT agrees to perform the Work as described in Client's May 6, 2020 Request for Proposals ("RFP" attached as Exhibit A) and TT's June 2, 2020 Response Proposals (held electronically by both Parties, and incorporated herein by reference), and more particularly described through future Task Orders to be issued by the Client to TT then, once accepted, to be attached and incorporated for all intents and purposes.

5. TASK ORDERS AND TASK ORDER AMENDMENTS (such forms are attached as Exhibits B and C respectively but which may be modified, as needed, with mutual consent of the Parties) - Client will administratively issue Task Orders, each comprised of a specific scope of work for a program or project covered under this Agreement, to TT as services become necessary. Each Task Order will specify the date issued, program funding source, project name/descriptions, TT and Client scope of work tasks, task order schedule, fees and fee payment schedule, profit percentage, and signature lines for the Parties. TT may prepare Draft Task Orders for the Client consideration to facilitate this process. All such pages must include the word "Draft" as a watermark. Task Orders or Task Order Amendments may be issued by the County Judge, or by other officers or employees of the Client so designated by the County Judge or by resolution of the Commissioners Court. TT shall either accept the Task Order or provide a written request for clarification or revision within three (3) business days after the Task Order issuance date. Parties shall attempt to resolve any Task Order content disputes within fifteen (15) days after the Task Order issuance date. No proposed Task Order or Task Order Amendment shall exceed the administrative caps proposed in TT's June 2, 2020 Response Proposal and applicable Project Delivery caps as GLO may establish, whichever is less. The Client reserves the right to utilize non-CDBG-MIT funds if it may have available to compensate TT for pre-award or other CDBG-MIT services that exceed GLO Project Delivery caps, but that the Client may require.

6. AGREEMENT SUBJECT TO GRANT FUNDING - Notwithstanding the foregoing, if the Agreement to be awarded by this procurement is funded in whole or in part with Federal or State grant funds, TT acknowledges that the obligations of the Client under the Agreement are contingent upon the continued availability of grant funding to meet the Client's obligations. If the grant(s) to the Client is reduced, de-obligated, or otherwise discontinued or terminated, TT agrees that the Client may immediately terminate the Agreement without penalty or any liability whatsoever on the part of the Client, the State, or the Federal awarding agency. This clause does not relieve the Client of its obligation to compensate TT for work performed under a Task Order and/or Task Order Amendments by the Client prior to termination.

7. CONFIDENTIALITY, ACCESS TO SITE, USE OF FACILITIES AND INFORMATION. Client shall provide TT with access to facilities and information conducive to the efficient and accurate provision of Services, including such maps, drawings, records, and site access as are needed for the proper conduct of the Services, and shall indicate the reliability of all information provided. TT will maintain in confidence and return to Client any information designated by Client as confidential. If site visits are included in the Scope of Services, but not field construction or remediation, TT INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (TT's work) and if applicable to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by TT as part of Services during construction under Agreement shall not make TT responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make TT responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

8. INDEPENDENT CONTRACTOR. TT expressly acknowledges that it is an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing Client to exercise control or direction over the manner or method by which TT or TT's subcontractors perform in providing the Work under this Agreement.

9. MONITORING AND AUDITING PERFORMANCE. The Client shall have the unfettered right to monitor and audit TT's work in every respect. In this regard, TT shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, TT shall make available for inspection and/or copying



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

when requested, original data, records, accounts, and any supporting documentation relating to TT's work and performance under this Agreement. In the event any such material is not held by TT in its original form, a true copy shall be provided.

10. INSURANCE.

(a) During the course of performance of the Services, TT will maintain the following insurance coverages:

<u>TYPE OF COVERAGE</u>	<u>AMOUNT OF COVERAGE</u>
Workers' Compensation/Employers Liability	Statutory/\$1,000,000
Commercial General Liability/Excess Liability	\$1,000,000/\$2,000,000
Professional Liability/Contractors Pollution Liability	\$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	\$1,000,000

(b) If required, TT shall deliver to Client, Certificates evidencing that the above coverages are in effect and will not be canceled or materially changed without thirty (30) days written notice; (c) Additional Coverages: If desired, TT, will on a cost-reimbursable basis, endeavor to procure other desired insurance coverages if commercially available and applicable to the work being performed.

11. WAIVERS. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

12. FORCE MAJEURE. Except as otherwise provided, neither TT nor Client, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this agreement caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. "Force Majeure" is defined as acts of God, war, strike, fires, explosions, floods, hurricanes, tropical storms, tornadoes, earthquakes or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

13. INDEMNIFICATION. TT shall indemnify and save harmless Client from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of TT, provided, however, that "Hazardous Substance Claims" as defined in Article 7, below, shall be governed by that Article.

14. WARRANTY OF SERVICES. TT warrants that TT and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should TT fail to perform to those standards, it shall (a) without cost to Client, reperform and correct any substandard Services; and (b) reimburse Client for Client's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although TT may perform to the above standards, the Client's goals or desires may nevertheless not be realized. TT makes no other warranties, express or implied, with respect to its performance under this Contract. TT's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 8 below.

15. HAZARDOUS SUBSTANCE CLAIMS. (a) In the event that TT's negligence is found, by final judicial determination, to have caused a Hazardous Substance Claim as defined below, TT shall reimburse Client for its costs and liabilities incurred under this Article 7, to the extent caused by TT, in an amount not to exceed that specified in Article 8 below; (b) "Hazardous Substance Claim" shall mean any and all claims, losses, costs, expenses, judgments, damages, and liabilities of any form or nature including but not limited to any for personal or emotional injury, death or damage to property arising out of or in connection with any actual, threatened or feared release, discharge or exposure to any toxic or hazardous waste, substance, material, or vapor, including without limitation, PCB's, petroleum, hydrocarbons, asbestos, mixed, radioactive or nuclear wastes and any other substance designated as hazardous or toxic under CERCLA, TSCA, RCRA or other statute or regulation ("Hazardous Substances").

16. TT LIABILITY. TT's total aggregate liability in connection with or arising out of the Contract or Services, including without limitation any under Articles 5, 6 and 7 above, shall in no event exceed the total amount of compensation paid to TT hereunder up to a total maximum amount of \$1,000,000.00.

17. CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES. TT and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of TT and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth above and under Articles 6, 7, 8 and 13, shall survive this contract and apply to the fullest



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

extent allowed by law irrespective of whether liability of TT is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to TT herein.

18. SITE CONTRACTORS. For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.

19. SUBCONTRACTING ASSIGNMENT. TT shall not assign, sell, or otherwise transfer its Agreement, in whole or in part, without prior written permission of the Client acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve TT of any of its responsibilities under this Agreement. Such consent is not required for subcontractors included in TT's proposal.

20. DELAYS. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to TT's compensation.

21. THIRD PARTY INTERESTS. This Contract and the Services and Work Product produced hereunder are solely for the benefit of Client and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If Client is not the ultimate beneficiary of the Services or TT's work product is used in such a way as to create or induce any reliance by any third party, Client represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded TT hereunder and that such protective provisions will, in fact, inure to the benefit of TT, and/or (ii) that Client has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.

22. CHANGES AND TERMINATION. This Contract shall not be modified except by written agreement signed by both parties. Client shall have the right to make changes within the general scope of Services upon execution of a mutually accepted change order. Client shall also have the right to terminate this Contract prior to completion of the Services, after reasonable notice to TT in writing, in which event Client shall pay TT all amounts due TT hereunder up to the effective date of termination. In the event that Client alleges breach on behalf of TT, Client shall afford TT in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Client has the right to terminate this Contract for convenience with thirty (30) day notice to the other party.

23. PATENT AND COPYRIGHT PROTECTION. TT agrees, at its sole expense, to protect the Client from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. Proposer shall indemnify and save harmless the Client, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or on-patented invention, process, or article manufactured or used in the performance of the Agreement, or other intellectual property rights, including its use by the Client. TT also agrees that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by TT. TT also acknowledges and agrees that all data and records produced under this agreement are property of the Client and may be subject to open records requirements of the same.

24. GOVERNING LAW, PRECEDENCE AND DIVISIBILITY. TT agrees to comply with all laws, orders, ordinances, regulations, Executive Orders, and government codes, including 2 CFR 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards applicable to the provision of services under this Agreement. The laws of the State of Texas and 2 CFR shall govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Jefferson County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. As the County has noted on the Exhibit A Cover Sheet, Jefferson County requests language that states: General and Special Requirements as written in the Request for Proposal Specifications are considered applicable to this project unless superseded within this contract document. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

25. ALTERNATIVE DISPUTE RESOLUTION. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by Client and TT to attempt to resolve any claim for breach of contract made by TT that cannot be resolved in the ordinary course of business. The County District Attorney for Jefferson County shall examine TT's claim and any counterclaim and negotiate with TT in an effort to resolve such claims. The parties hereto specifically agree that—

- i. neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds of the suspension of performance by TT,
- ii. neither the issuance of this Agreement by Client nor any other conduct, action or inaction of any representative of Client relating to this Agreement constitutes or is intended to constitute a waiver of Client's or the state's sovereign immunity to suit; and
- iii. Client has not waived its right to seek redress in the courts.

26. ACCESS TO RECORDS, RECORD RETENTION AND RIGHT TO AUDIT (2 C.F.R. 200.333 and 200.336). TT shall keep and maintain all records associated with this Agreement for a minimum of five (5) years from the close of the Agreement or as required by Federal or State law or regulation, whichever period is longer. TT and its successors, transferees, assignees, and subcontractors shall allow the Client reasonable access to the records in TT's possession, custody, or control that the Client deems necessary to assist it in auditing the services, costs, and payments provided hereunder.

TT and its successors, transferees, assignees, and subcontractors acknowledge and agree to provide the State of Texas, the FEMA Administrator, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of TT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TT agrees to permit any of the foregoing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. TT agrees to provide the FEMA Administrator or authorized representatives timely and reasonable access to personnel for the purpose of interview and discussion related to such documents.

27. ETHICS AND ETHICAL STANDARDS. Neither TT nor its employees, agents, representatives or subcontractors will assist or cause Client employees to violate the Jefferson County Code of Conduct Policy for Methods of Procurement (attached as Exhibit D) or any other applicable State and Federal rules or laws pertaining to ethics or



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

code of conduct. It shall be a breach of ethics to offer, give or agree to give any employee of Client, or for any employee or former employee of Client to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to TT or higher tier subcontractor for any contract for Client, or any person associated therewith, as an inducement for the award of a subcontract or order. It shall be a breach of ethics for any employee or former employee of the Client to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person. It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Client contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this prohibition constitutes a breach of ethical standards. TT represents and warrants, by signing this Agreement, that it has not retained anyone in violation of this prohibition of contingent fees.

28. NON-COLLUSION. TT has certified, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that TT has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal or that anyone shall refrain from bidding; that TT has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of TT of any other proposer, or to fix any overhead, profit or cost element of the proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that TT has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

29. COPELAND ANTI-KICKBACK ACT COMPLIANCE. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must 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 constructions, 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.

30. CERTIFICATION OF ELIGIBILITY. By submitting a proposal in response to the Request for Proposals, TT certifies that, at the time of submission, he/she/it is not on the federal government's list of suspended, ineligible, or debarred contractors.

- a. In the event of placement on this list between the time of bid/proposal submission and time of contract award, the bidder/proposer will immediately notify the Client.
- b. TT certifies that its subcontractors are not presently debarred, suspended, or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- c. Placement of TT on the federal government's list of suspended, ineligible, or debarred contractors, false certification, or failure to notify Client as required may result in Client's termination of this Agreement for default.

31. PROGRAM FRAUD AND FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS. TT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to TT's actions pertaining to this Agreement.

32. 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) 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.

33. DRUG FREE WORK PLACE ACT. TT shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

34. AMERICANS WITH DISABILITIES ACT. TT shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

35. OSHA REGULATIONS. TT agrees to abide by OSHA regulations, including maintaining and displaying any applicable OSHA materials for its employees.

36. COMPLIANCE WITH IMMIGRATION LAWS AND USE OF E-VERIFY. TT agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. TT further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. TT shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then TT will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

37. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270, Government Code, TT hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

38. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252, Texas Government Code, TT represents and certifies that, at the time of execution of this Agreement neither TT, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

39. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

40. SECTION 504 REHABILITATION ACT OF 1973; AS AMENDED. TT agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

41. AGE DISCRIMINATION ACT OF 1975. TT shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

42. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

43. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- a. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The Parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The Parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. 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.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- f. TT will certify that any vacant employment positions, including training positions, that are filled (1) after TT 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 TT's obligations under 24 CFR part 135.
- g. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- h. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

44. HUD CONFLICT OF INTEREST STATEMENT HUD.

- a. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in TT or this Agreement; and TT shall take appropriate steps to assure compliance.
- c. **TT and Employees.** TT warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. TT further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. TT further agrees that it will not employ an individual with a conflict of interest as described herein.



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

45. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321). The Client and TT agree to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

46. EQUAL OPPORTUNITY CLAUSE (41 CFR §60). During the performance of this Contract, TT agrees as follows:

1. TT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. TT 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. TT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. TT will, in all solicitations or advertisements for employees placed by or on behalf of TT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. TT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with TT's legal duty to furnish information.
4. TT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of TT's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. TT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. TT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of TT's non-compliance with the nondiscrimination clauses of this subcontract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and TT may be declared ineligible for further Government 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. TT will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. TT will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event TT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, TT may request the United States to enter into such litigation to protect the interests of the United States.

47. RIGHTS TO INVENTIONS MADE UNDER CONTRACT/AGREEMENT (37 CFR §401.2). If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

48. CLEAN AIR ACT (U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387). In contracts and subgrants of amounts in excess of \$150,000, TT agrees 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). TT agrees to report each/any violation to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

49. ENERGY EFFICIENCY (42 U.S.C. 6201). TT shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

In performing the Agreement, TT must make maximum use of products containing recovered materials designated by the United States Environmental Protection Agency (EPA) 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.



TETRA TECH, INC. PROFESSIONAL SERVICES CONTRACT

50. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689). The Buyer and TT agree to comply with Executive Orders 12549 and 12689. Contract awards (see 2 CFR 180.220) will not be made to parties listed as debarred, suspended, excluded or ineligible on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

51. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C.1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

52. PROCUREMENT AND RECOVERED MATERIALS (2 CFR §200.322). The Buyer and TT agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

53. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Contract are superseded by this Contract.

TETRA TECH, INC. – Accepted by:

(RFP 20-015/JW)

Grant Administration and Management Services for Community
Development Block Grant – Mitigation (CDBG-MIT)

CONTRACT OR PROJECT NAME

CLIENT -- Accepted by:

Jefferson County, Texas

CLIENT

Andrew Mazzeo

BY TT (PRINT NAME)

Jeff R. Branick

BY (PRINT NAME)

Vice President

TITLE

SIGNATURE

July 21, 2020

DATE

Jefferson County Judge

TITLE

SIGNATURE

July 21, 2020

DATE

ATTEST

DATE





TETRA TECH, INC.
PROFESSIONAL SERVICES CONTRACT

Texas General Land Office
Community Development Block Grant - Mitigation (CDBG – MIT)
Grant Administration Services
Description of Programs

Below is a description of anticipated programs that are eligible for funding through the Community Development Block Grant-Mitigation (CDBG-MIT) Program funded through the Texas General Land Office (GLO). Jefferson County anticipates applying for the following programs that require Administration Services:

Applicant: Jefferson County, Texas

Anticipated Programs:

- ☐ Hurricane Harvey Mitigation (Harvey declared counties)*
- ☐ 2015 Floods Mitigation (2015 declared counties)*
- ☐ 2016 Floods Mitigation (2016 declared counties)*
- ☐ Hazard Mitigation: Supplemental (for declared counties)
- ☐ Regional Mitigation (for declared counties)
- ☐ Coastal Resiliency (Coastal Counties Only)

* See list of declared counties on the following pages

CDBG-MIT Program Descriptions:

Hurricane Harvey State Mitigation Competition: Funds mitigation projects for Hurricane Harvey HUD MID and State MID areas. The State Competition is open to cities, counties, council of governments, state entities, special and service districts. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

2015 Floods State Mitigation Competition: Provide funds to cities, counties, Indian Tribes, and councils of governments to address risks in the 2015 Floods HUD MID and State MID areas. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

2016 Floods State Mitigation Competition: Provide funds to cities, counties, Indian Tribes, and councils of governments to address risks in the 2016 Floods HUD MID and State MID areas. Examples of projects include flood control and drainage improvements, infrastructure improvements, green infrastructure, public facilities, and buyouts.

Hazard Mitigation: Supplemental: The Texas Division of Emergency Management has called for, selected, and prioritized a variety of local mitigation projects through FEMA's Hazard Mitigation Grand Program (HMGP). This supplemental helps fund HMGP CDBG-MIT eligible projects that were selected but unable to receive funding in Hurricane Harvey impacted areas.

Regional Mitigation: Each Council of Government (COG) impacted by Hurricane Harvey will be allocated funds. Each COG will develop a method of distribution (MOD) to allocate funds to local units of governments and Indian Tribes. The GLO encourages the prioritization of regional investments with regional impacts in risk reduction to develop disaster-resistant infrastructure including upgrading of water, Sewer, solid waste, communications, energy, transportation, health and medical infrastructure, and natural mitigation infrastructure.

Coastal Resiliency: Provides Funds for a combination of green/ grey infrastructure, or non-structural CDBG-MIT eligible projects identified in the Texas Coastal Master Plan in the Hurricane Harvey HUD MID and State MID areas that enact long-term coastal resiliency. Counties, cities, navigation districts, port authorities, non-government organizations and state agencies are eligible to apply. Examples of projects include wetland protection, beach nourishment, and dune restoration, regional infrastructure improvements, and oyster reef enhancements.

APPROVED BY:

 7/21/2020
 Jeff R. Branick, Jefferson County Judge



**TETRA TECH, INC.
PROFESSIONAL SERVICES CONTRACT**

EXHIBIT A

APRIL 14, 2020 REQUEST FOR PROPOSAL

General and Special Requirements as written in the Request for Proposal Specifications (included in this attachment) are considered applicable to this project unless superseded within this contract document.



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

Table of Contents

Table of Contents	1
Proposal Submittal Checklist	4
1. Introduction to Offerors	5
1.1 Vendor Instructions.....	5
1.2 Governing Law.....	5
1.3 Ambiguity, Conflict, or Other Errors in RFP.....	5
1.4 Notification of Most Current Address.....	5
1.5 Proposal Preparation Cost.....	5
1.6 Signature of Proposal	5
1.7 Economy of Presentation.....	6
1.8 Proposal Obligation	6
1.9 Incorporation by Reference and Precedence.....	6
1.10 Governing Forms	6
1.11 Implied Requirements.....	6
1.12 Compliance with RFP Specifications.....	6
1.13 Vendor Registration: SAM (System for Award Management).....	7
1.14 Awarded Vendors: Submission of FORM 1295.....	7
1.15 Emergency/Declared Disaster Requirements	8
1.16 FEMA Mandated Contract Clauses	9
1.17 Evaluation	14
1.18 Withdrawal of Proposal.....	14
1.19 Minority-Women Business Enterprise Participation	14
1.20 Award	14
1.21 Ownership of Proposal	14
1.22 Disqualification of Offeror	14
1.23 Contractual Development	14
1.24 Assignment	15
1.25 Contract Obligation	15
1.26 Termination	15
1.27 Inspections.....	15
1.28 Testing	15
1.29 Loss, Damage, or Claim	15
1.30 Taxes	15
1.31 Non-Discrimination.....	15
1.32 Conflict of Interest.....	16

Table of Contents (Continued)

1.33 Waiver of Subrogation	16
1.34 Delivery of Proposals	16
1.35 Proposal Submission During Time of Inclement Weather, Disaster, or Emergency	17
1.46 Questions	17
1.44 Tentative Schedule of Events	17
2. Response Format	18
2.1 Introduction	18
2.2 Organization of Proposal Contents	18
2.3 Transmittal Letter	18
2.4 Executive Summary	19
2.5 Table of Contents	19
2.6 Offeror Identifying Information	19
2.7 Conflict of Interest	19
2.8 Confidential/Proprietary Information	20
3. General Response Requirements	21
3.1 Objective	21
3.2 Offeror Experience	21
3.3 Offeror Personnel and Organization	21
4. Proposal Submittal Requirements	23
5. Proposal Evaluation and Selection Process	24
5.1 Introduction	24
5.2 Cost Proposal	24
5.3 Proposal Evaluation and Selection	24
Scope of Work & Special Requirements	25
I. Scope of Work	25
II. Statement of Qualifications	25
III. Evaluation Criteria	26
IV. Submission Requirements	27

Table of Contents (Continued)

Scope of Services/Administrative Services	29
Administration Professional Services Rating Sheet (SAMPLE)	33
Cost Proposal Form.....	34
Certificate of Insurance (INSERT HERE/COVER SHEET)	35
System for Award Management (SAM) (INSERT HERE/COVER SHEET).....	36
Non-Disclosure Agreement.....	37
Vendor References Form	38
Signature Page	39
Conflict of Interest Questionnaire	40
Lobbying Disclosure	43
FORM 1295 (Texas Ethics Commission) (SAMPLE)	46
Required Contract Provisions	47
Good Faith Effort (GFE).....	62
Notice of Intent (NOI)	63
Subcontracting Participating Declaration Form (HUB)	64
Residence Certification/Tax Form.....	68
House Bill 89 Verification	69
Senate Bill 252 Certification.....	70
Bid Affidavit	71

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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Tetra Tech, Inc</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Company</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">240 Continental Drive, Suite 200, Newark, DE 19713</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Address</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Andrew Mazzeo, PMP</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Authorized Representative (Please print)</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Authorized Signature</div>	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">302.283.2233</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Telephone Number</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">302.454.5988</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Fax Number</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Vice President</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Title</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">May 18, 2020</div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date</div>
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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 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.

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
<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
 713-681-9232
wbc@wbea-texas.org

LiftFund - Dallas Fort Worth Women's Business Center
 8828 N. Stemmons Fwy, Suite 142, Dallas, TX 75247
 888-215-2373
wbcdfw@liftfund.com

LiftFund - San Antonio Women's Business Center
 600 Soledad St., San Antonio, TX 78205
 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:

\$ NOT LIMITED.

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)

Total Award Amount

Program	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)			\$311,615	\$867,953	\$1,372,317
<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)

Total Award Amount

Program	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)			\$195,340	\$489,278	\$724,842
<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

Total Award Amount

Program	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)			\$116,275	\$378,675	\$647,475
<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)

Total Award Amount

Program	\$500,000	\$1,000,000	\$3,000,000	\$10,000,000	\$100,000,000
<input checked="" type="checkbox"/> Hurricane Harvey Mitigation (for declared counties)			\$196,250	\$657,500	\$1,940,000
<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



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
10/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C: American International Group UK Limited</td> <td>AA1120841</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Zurich American Insurance Company	16535	INSURER C: American International Group UK Limited	AA1120841	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: American International Group UK Limited	AA1120841														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL01817406-01	10/01/2019	10/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1857085-01	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2019	10/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WC2540616-01 WC1857087-01	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Professional Liability and Contractor's Pollution Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2019	10/01/2021	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; margin-top: 20px;"> <i>Aon Risk Insurance Services West, Inc.</i> </div>
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Insert System for Award Management (SAM) record search for company name and company principal

TETRA TECH, INC.
DUNS: 956640445 CAGE Code: 5D2P7
Status: Active
Expiration Date: 01/05/2021
Purpose of Registration: All Awards

8911 N CAPITAL OF TEXAS HWY
AUSTIN, TX, 78759-7247,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: TETRA TECH, INC.
Business Type: Business or Organization
Last Updated By: Michelle Park
Registration Status: Active
Activation Date: 01/06/2020
Expiration Date: 01/05/2021

Exclusion Summary

Active Exclusion Records? No

SAM Search Results List of records matching your search for :

Record Status: Active
DUNS Number: 807362822

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 807362822	+4:	CAGE Code: 5ATB9 DoDAAC:
Expiration Date: 08/27/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 240 CONTINENTAL DR STE 200		
City: NEWARK	State/Province: DELAWARE	
ZIP Code: 19713-0000	Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 080106449

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 080106449	+4:	CAGE Code: 0YEM5 DoDAAC:
Expiration Date: 11/20/2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1 S Wacker Dr Ste 3700		
City: Chicago	State/Province: ILLINOIS	
ZIP Code: 60606-4651	Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 045224250

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 045224250	+4:	CAGE Code: 078E8 DoDAAC:
Expiration Date: 01/29/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3475 E FOOTHILL BLVD		
City: PASADENA	State/Province: CALIFORNIA	
ZIP Code: 91107-6024	Country: UNITED STATES	

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughs
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application For Certificate Of Authority for TETRA TECH, INC. (file number 9223306), a DELAWARE, USA, Foreign For-Profit Corporation, was filed in this office on July 31, 1992.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 14, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

SAM Search Results
List of records matching your search for :

Search Term : Tetra Tech, Inc.*
Record Status: Active

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 805287232	+4:	CAGE Code: 493D1 DoDAAC:
Expiration Date: 04/27/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3101 Zinfandel Dr Bldg B Ste 200 City: Rancho Cordova ZIP Code: 95670-6398	State/Province: CALIFORNIA Country: UNITED STATES	
ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 078615600	+4:	CAGE Code: 85WK3 DoDAAC:
Expiration Date: 08/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 17885 VON KARMAN AVE STE 500 City: IRVINE ZIP Code: 92614-5227	State/Province: CALIFORNIA Country: UNITED STATES	
ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 809182228	+4:	CAGE Code: 4ZEP2 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 11 Riverside Dr Ste 205 City: Cocoa ZIP Code: 32922-8209	State/Province: FLORIDA Country: UNITED STATES	
ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 049180888	+4:	CAGE Code: 35EW4 DoDAAC:
Expiration Date: 04/08/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 200 W Side Square Ste 912 City: Huntsville ZIP Code: 35801-4882	State/Province: ALABAMA Country: UNITED STATES	

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 078617445	+4:	CAGE Code: 3KSK4 DoDAAC:
Expiration Date: 03/03/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1009 Commerce Park Dr 300A City: Oak Ridge ZIP Code: 37830-8008 State/Province: TENNESSEE Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 789111697	+4:	CAGE Code: 1PDS7 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1320 N Courthouse Rd Ste 600 City: Arlington ZIP Code: 22201-2598 State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 078615609	+4:	CAGE Code: 6TTA7 DoDAAC:
Expiration Date: 04/08/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 350 Indiana St Ste 500 City: Golden ZIP Code: 80401-5097 State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 146204271	+4:	CAGE Code: 3UNM2 DoDAAC:
Expiration Date: 04/28/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 350 INDIANA ST STE 500 City: GOLDEN ZIP Code: 80401-5791 State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 032361763	+4:	CAGE Code: 0DV12 DoDAAC:
Expiration Date: 06/30/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 4750 W 2100 S Ste 400 City: Salt Lake City ZIP Code: 84120-1271 State/Province: UTAH Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 184052249	+4:	CAGE Code: 1TNZ8 DoDAAC:
Expiration Date: 06/29/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1110 S MCCASLIN BLVD STE 150 City: SUPERIOR State/Province: COLORADO ZIP Code: 80027 Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 017435764	+4:	CAGE Code: 7DM68 DoDAAC:
Expiration Date: 02/20/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 525 Central Park Dr Ste 403 City: Oklahoma City State/Province: OKLAHOMA ZIP Code: 73105-1712 Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 121005664	+4:	CAGE Code: 1BKS5 DoDAAC:
Expiration Date: 05/06/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 100 Nickerson Rd 2nd Fl City: Marlborough State/Province: MASSACHUSETTS ZIP Code: 01752-4613 Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 104484345	+4:	CAGE Code: 39XX4 DoDAAC:
Expiration Date: 08/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1634 E Port Plaza Dr City: COLLINSVILLE State/Province: ILLINOIS ZIP Code: 62234-6128 Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 807809504	+4:	CAGE Code: 1S9X7 DoDAAC:
Expiration Date: 08/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 825 W CUSTER AVE City: HELENA State/Province: MONTANA ZIP Code: 59602-0226 Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 929128015	+4:	CAGE Code: 1KRT9 DoDAAC:
Expiration Date: 06/29/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2525 PALMER ST # 2 City: MISSOULA ZIP Code: 59808-1744 State/Province: MONTANA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 032357159	+4:	CAGE Code: 1PAK8 DoDAAC:
Expiration Date: 09/08/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3380 W AMERICANA TER STE 201 City: BOISE ZIP Code: 83706-2519 State/Province: IDAHO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 956640445	+4:	CAGE Code: 5D2P7 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 8911 N CAPITAL OF TEXAS HWY City: AUSTIN ZIP Code: 78759-7247 State/Province: TEXAS Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 611588773	+4:	CAGE Code: 1KYQ4 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5 INDUSTRIAL WAY STE 2B City: SALEM ZIP Code: 03079-4886 State/Province: NEW HAMPSHIRE Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 807362822	+4:	CAGE Code: 5ATB9 DoDAAC:
Expiration Date: 08/27/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 240 CONTINENTAL DR STE 200 City: NEWARK ZIP Code: 19713-0000 State/Province: DELAWARE Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 078615616	+4:	CAGE Code: 6U6D0 DoDAAC:
Expiration Date: 10/01/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1 OXFORD VLY STE 200 City: LANGHORNE ZIP Code: 19047-3311		
State/Province: PENNSYLVANIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 021203638	+4:	CAGE Code: 3ZXB0 DoDAAC:
Expiration Date: 08/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1955 EVERGREEN BLVD STE 300 City: DULUTH ZIP Code: 30096-1207		
State/Province: GEORGIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 133231618	+4:	CAGE Code: 3F9P2 DoDAAC:
Expiration Date: 04/15/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 222 S 15TH STE 220 City: OMAHA ZIP Code: 68102-1680		
State/Province: NEBRASKA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 002562580	+4:	CAGE Code: 1KYA2 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 234 Mall Boulevard Ste 260 City: King of Prussia ZIP Code: 19406-2954		
State/Province: PENNSYLVANIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 832489749	+4:	CAGE Code: 5U1Z5 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3801 AUTOMATION WAY STE 100 City: FORT COLLINS ZIP Code: 80525-5735		
State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 824762772	+4:	CAGE Code: 54WM9 DoDAAC:
Expiration Date: 05/26/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1420 Fifth Avenue #600 City: Seattle ZIP Code: 98101-2357 State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 057620788	+4:	CAGE Code: 1KYF0 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 20251 CENTURY BLVD STE 200 City: GERMANTOWN ZIP Code: 20874-1162 State/Province: MARYLAND Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 078615632	+4:	CAGE Code: 6H7T2 DoDAAC:
Expiration Date: 10/01/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3200 George Washington Way Ste G City: Richland ZIP Code: 99354-1664 State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 077221463	+4:	CAGE Code: 1KYL1 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2170 W Park Court Ste E City: STONE MOUNTAIN ZIP Code: 30087 State/Province: GEORGIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 045224250	+4:	CAGE Code: 078E8 DoDAAC:
Expiration Date: 11/11/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3475 E FOOTHILL BLVD City: PASADENA ZIP Code: 91107-6024 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 623972689	+4:	CAGE Code: 4DHV4 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5700 LAKE WRIGHT DR STE 309 City: NORFOLK ZIP Code: 23502-1860 State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 361267339	+4:	CAGE Code: 1HWF1 DoDAAC:
Expiration Date: 05/18/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1999 Harrison St Ste 500 City: Oakland ZIP Code: 94612-3599 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 147466499	+4:	CAGE Code: 3YLB8 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 17885 VON KARMAN AVE STE 500 City: IRVINE ZIP Code: 92614-5800 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 124408969	+4:	CAGE Code: 3W4P2 DoDAAC:
Expiration Date: 02/02/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2000 Warrington Way Ste 245 City: Louisville ZIP Code: 40222-6467 State/Province: KENTUCKY Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 006014505	+4:	CAGE Code: 1K4C6 DoDAAC:
Expiration Date: 05/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 8880 Freedom Crossing Trail Ste 101 City: Jacksonville ZIP Code: 32256-8287 State/Province: FLORIDA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 080106449	+4:	CAGE Code: 0YEM5 DoDAAC:
Expiration Date: 09/26/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1 S Wacker Dr Ste 3700 City: Chicago ZIP Code: 60606-4651		
State/Province: ILLINOIS Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 019913487	+4:	CAGE Code: 4RZL8 DoDAAC:
Expiration Date: 07/09/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 711 NAVARRO ST STE 560 City: SAN ANTONIO ZIP Code: 78205-1739		
State/Province: TEXAS Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 004695040	+4:	CAGE Code: 3EWL1 DoDAAC:
Expiration Date: 08/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1560 BROADWAY STE 1400 City: DENVER ZIP Code: 80202-5164		
State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 884733700	+4:	CAGE Code: 0NP71 DoDAAC:
Expiration Date: 01/01/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3801 AUTOMATION WAY STE 100 City: FORT COLLINS ZIP Code: 80525-5735		
State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 803732502	+4:	CAGE Code: 09KY8 DoDAAC:
Expiration Date: 10/01/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 451 PRESUMPSCOT ST City: PORTLAND ZIP Code: 04103-5237		
State/Province: MAINE Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 034252019	+4:	CAGE Code: 8FFW2 DoDAAC:
Expiration Date: 11/12/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1750 SW HARBOR WAY STE 400 City: PORTLAND ZIP Code: 97201-5167		
State/Province: OREGON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 801215935	+4:	CAGE Code: 524W3 DoDAAC:
Expiration Date: 09/16/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 711 Navarro St Ste 560 City: SAN ANTONIO ZIP Code: 78205-1739		
State/Province: TEXAS Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 147466341	+4:	CAGE Code: 3YKZ5 DoDAAC:
Expiration Date: 04/02/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2969 PROSPECT PARK DR STE 100 City: RANCHO CORDOVA ZIP Code: 95670-6187		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 160036539	+4:	CAGE Code: 3M0V7 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 301 ELLICOTT ST City: BUFFALO ZIP Code: 14203-1616		
State/Province: NEW YORK Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 182006957	+4:	CAGE Code: 1K1C4 DoDAAC:
Expiration Date: 04/13/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 555 Market St Ste 1500 City: San Francisco ZIP Code: 94105-5836		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 016712887	+4:	CAGE Code: 0GZX4 DoDAAC:
Expiration Date: 10/13/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 710 AVIS DRIVE City: ANN ARBOR ZIP Code: 48108-9649 State/Province: MICHIGAN Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 147467232	+4:	CAGE Code: 3YRG3 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 6121 INDIAN SCHOOL RD NE STE 205 City: ALBUQUERQUE ZIP Code: 87110-4166 State/Province: NEW MEXICO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 096099952	+4:	CAGE Code: 344C2 DoDAAC:
Expiration Date: 12/06/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 711 TANK FARM RD STE 110 City: SAN LUIS OBISPO ZIP Code: 93401-7075 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 079446762	+4:	CAGE Code: 78YD7 DoDAAC:
Expiration Date: 02/24/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 251 Recinto Sur, Ste. 206 City: Viejo San Juan ZIP Code: 00901-1886 State/Province: PUERTO RICO Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 078319701	+4:	CAGE Code: 6MLJ7 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 400 112th Ave NE Ste 300 City: Bellevue ZIP Code: 98004-5540 State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 148291490	+4:	CAGE Code: 3YJV5 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1420 5th Ave Ste 650 City: Seattle ZIP Code: 98101-4087		
State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 068090609	+4:	CAGE Code: 1K3K1 DoDAAC:
Expiration Date: 05/04/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1500 City West Blvd Ste 1000 City: Houston ZIP Code: 77042-2380		
State/Province: TEXAS Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 105569359	+4:	CAGE Code: 5NYY9 DoDAAC:
Expiration Date: 02/24/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1899 Powers Ferry Rd Se Ste 400 City: Atlanta ZIP Code: 30339-5619		
State/Province: GEORGIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 131971103	+4:	CAGE Code: 718Q1 DoDAAC:
Expiration Date: 05/26/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 15350 sw sequoia Parkway ste 220 City: PORTLAND ZIP Code: 97224-7173		
State/Province: OREGON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 053029609	+4:	CAGE Code: 314S0 DoDAAC:
Expiration Date: 10/13/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3746 MT DIABLO BLVD STE 300 City: LAFAYETTE ZIP Code: 94549-3603		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 147466226	+4:	CAGE Code: 3YLU4 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1020 SW TAYLOR ST STE 530 City: PORTLAND ZIP Code: 97205-2527		
State/Province: OREGON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 808829910	+4:	CAGE Code: 4YAL7 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 960 N Hamilton Rd Ste 104 City: Gahanna ZIP Code: 43230-3457		
State/Province: OHIO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 801215968	+4:	CAGE Code: 7HS97 DoDAAC:
Expiration Date: 08/28/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 201 E Pine St Ste 1000 City: Orlando ZIP Code: 32801-2723		
State/Province: FLORIDA Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 078615613	+4:	CAGE Code: 6TB07 DoDAAC:
Expiration Date: 10/01/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 6 Century Dr 3rd Fl City: Parsippany ZIP Code: 07054-4611		
State/Province: NEW JERSEY Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 783414329	+4:	CAGE Code: 551N5 DoDAAC:
Expiration Date: 08/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 737 Bishop St Ste 2340 City: Honolulu ZIP Code: 96813-3207		
State/Province: HAWAII Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 363702218	+4:	CAGE Code: 1PF45 DoDAAC:
Expiration Date: 01/01/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 825 W CUSTER AVE City: HELENA ZIP Code: 59602-0226		
State/Province: MONTANA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 077482169	+4:	CAGE Code: 1XBB7 DoDAAC:
Expiration Date: 08/11/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1093 Commerce Park Dr, Ste 100 City: OAK RIDGE ZIP Code: 37830-8029		
State/Province: TENNESSEE Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 035269922	+4:	CAGE Code: 393U0 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1558 VILLAGE SQUARE BLVD Ste 2 City: TALLAHASSEE ZIP Code: 32309-2748		
State/Province: FLORIDA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 049671456	+4:	CAGE Code: 6X204 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 661 ANDERSEN DR STE 11 City: PITTSBURGH ZIP Code: 15220-2700		
State/Province: PENNSYLVANIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 062740667	+4:	CAGE Code: 3JQC5 DoDAAC:
Expiration Date: 12/15/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1900 S SUNSET ST STE 1 F City: LONGMONT ZIP Code: 80501-6599		
State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 968829171	+4:	CAGE Code: 6KT93 DoDAAC:
Expiration Date: 02/24/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1901 S CONGRESS AVE STE 200 City: BOYNTON BEACH ZIP Code: 33426-6584		
State/Province: FLORIDA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 828827654	+4:	CAGE Code: 5A5E8 DoDAAC:
Expiration Date: 01/05/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 4801 E BROADWAY BLVD STE 521 City: TUCSON ZIP Code: 85711-3633		
State/Province: ARIZONA Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 958760985	+4:	CAGE Code: 09NN3 DoDAAC:
Expiration Date: 01/28/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14151 Newbrook Dr Ste 400 City: Chantilly ZIP Code: 20151-2279		
State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 806586967	+4:	CAGE Code: 1Y4W3 DoDAAC:
Expiration Date: 08/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 415 Oak St City: Kansas City ZIP Code: 64106-1120		
State/Province: MISSOURI Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 063730840	+4:	CAGE Code: 0SCC1 DoDAAC:
Expiration Date: 06/29/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 7100 COMMERCIAL AVE STE 4 City: BILLINGS ZIP Code: 59101-6270		
State/Province: MONTANA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 623919438	+4:	CAGE Code: 3NPU4 DoDAAC:
Expiration Date: 01/02/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 250 W Court St Ste 200W City: Cincinnati ZIP Code: 45202-1072		
State/Province: OHIO Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 078615620	+4:	CAGE Code: 6TVR7 DoDAAC:
Expiration Date: 10/01/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 19803 N Creek Pkwy City: Bothell ZIP Code: 98011-8214		
State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 602750762	+4:	CAGE Code: 1K3R7 DoDAAC:
Expiration Date: 12/05/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 250 W COURT ST STE 200W City: CINCINNATI ZIP Code: 45202-1072		
State/Province: OHIO Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 198549560	+4:	CAGE Code: 1P0H7 DoDAAC:
Expiration Date: 02/24/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10306 EATON PL STE 340 City: FAIRFAX ZIP Code: 22030-2201		
State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	Tetra Tech, Inc.	Status: Active
DUNS: 010737935	+4:	CAGE Code: 3CVA2 DoDAAC:
Expiration Date: 04/27/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1230 Columbia St Ste 1000 City: San Diego ZIP Code: 92101-8588		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH, INC.	Status: Active
DUNS: 078615610	+4:	CAGE Code: 6U4V1 DoDAAC:
Expiration Date: 06/16/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10 POST OFFICE SQ STE 11th fl City: BOSTON ZIP Code: 02109-4603		
State/Province: MASSACHUSETTS Country: UNITED STATES		

ENTITY	Tetra Tech EC, Inc	Status: Active
DUNS: 079325632	+4:	CAGE Code: 73KR6 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 310 K St Ste 200 City: Anchorage ZIP Code: 99501-2064		
State/Province: ALASKA Country: UNITED STATES		

ENTITY	Tetra Tech ES, Inc.	Status: Active
DUNS: 009585279	+4:	CAGE Code: 1V6K8 DoDAAC:
Expiration Date: 09/30/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1320 N Courthouse Rd Ste 600 City: Arlington ZIP Code: 22201-2435		
State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129749888	+4:	CAGE Code: 3ELD5 DoDAAC:
Expiration Date: 05/06/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3101 ZINFANDEL DR STE 200 City: RANCHO CORDOVA ZIP Code: 95670-6398		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 119644982	+4:	CAGE Code: 3EF09 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3200 GEORGE WASHINGTON WAY STE G City: RICHLAND ZIP Code: 99354-1664		
State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129608217	+4:	CAGE Code: 3EG29 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1230 COLUMBIA ST STE 750 City: SAN DIEGO ZIP Code: 92101-8536		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	Tetra Tech EMC, Inc.	Status: Active
DUNS: 139341978	+4:	CAGE Code: 1DB04 DoDAAC:
Expiration Date: 01/15/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 771 E DAILY DR STE 200 City: CAMARILLO ZIP Code: 93010-0783		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	Tetra Tech EC, Inc.	Status: Active
DUNS: 128974271	+4:	CAGE Code: 3EA55 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 6 Century Dr 3Rd Fl City: Parsippany ZIP Code: 07054-4611		
State/Province: NEW JERSEY Country: UNITED STATES		

ENTITY	Tetra Tech EC, Inc.	Status: Active
DUNS: 080322623	+4:	CAGE Code: 7NT84 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1320 N Courthouse Rd City: Arlington ZIP Code: 22201-2501		
State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129280421	+4:	CAGE Code: 3ECT6 DoDAAC:
Expiration Date: 03/25/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 350 Indiana St Ste 500 City: Golden ZIP Code: 80401-5097		
State/Province: COLORADO Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129844291	+4:	CAGE Code: 3EMM1 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1050 NE HOSTMARK ST STE 202 City: POULSBO ZIP Code: 98370-7538 State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	Tetra Tech BAS, Inc.	Status: Active
DUNS: 120863857	+4:	CAGE Code: 02KU9 DoDAAC:
Expiration Date: 11/12/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 21700 COPLEY DR STE 200 City: DIAMOND BAR ZIP Code: 91765-2219 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129790437	+4:	CAGE Code: 3ELZ0 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 17885 VON KARMAN AVE # 500 City: IRVINE ZIP Code: 92614-6213 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 796983893	+4:	CAGE Code: 4QVY9 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5700 LAKE WRIGHT DR STE 309 City: NORFOLK ZIP Code: 23502-1860 State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	Tetra Tech Ec, Inc.	Status: Active
DUNS: 129970260	+4:	CAGE Code: 3EPZ4 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 4801 University Sq Ste 24 City: Huntsville ZIP Code: 35816-1858 State/Province: ALABAMA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129914078	+4:	CAGE Code: 3ENS2 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1 OXFORD VLY STE 200 City: LANGHORNE ZIP Code: 19047-3311 State/Province: PENNSYLVANIA Country: UNITED STATES		

ENTITY	Tetra Tech Tesoro, Inc.	Status: Active
DUNS: 119946515	+4:	CAGE Code: 1CUV1 DoDAAC:
Expiration Date: 10/20/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5250 Challedon Dr City: Virginia Beach ZIP Code: 23462-6304 State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 964983659	+4:	CAGE Code: 65MZ4 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5029 CORPORATE WOODS DR STE 180 City: VIRGINIA BEACH ZIP Code: 23462-4376 State/Province: VIRGINIA Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129468448	+4:	CAGE Code: 3EG72 DoDAAC:
Expiration Date: 05/06/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 10 POST OFFICE SQ STE 1100S City: BOSTON ZIP Code: 02109-4601 State/Province: MASSACHUSETTS Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129302597	+4:	CAGE Code: 3EEN4 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 19803 N CREEK PKWY City: BOTHELL ZIP Code: 98011-5768 State/Province: WASHINGTON Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 831588822	+4:	CAGE Code: 5N2V7 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 2800 VETERANS MEMORIAL BLVD STE 160 City: METAIRIE ZIP Code: 70002-6130 State/Province: LOUISIANA Country: UNITED STATES		

ENTITY	TETRA TECH MA, INC.	Status: Active
DUNS: 964333046	+4:	CAGE Code: 65SY7 DoDAAC:
Expiration Date: 09/30/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 6410 ENTERPRISE LN STE 300 City: MADISON ZIP Code: 53719-1143 State/Province: WISCONSIN Country: UNITED STATES		

ENTITY	TETRA TECH EC, INC.	Status: Active
DUNS: 129970385	+4:	CAGE Code: 3EP82 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5550 TRIANGLE PKWY STE 101 City: NORCROSS ZIP Code: 30092-6515 State/Province: GEORGIA Country: UNITED STATES		

ENTITY	Tetra Tech Ec, Inc.	Status: Active
DUNS: 121251701	+4:	CAGE Code: 3EQZ2 DoDAAC:
Expiration Date: 01/12/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1093 Commerce Park Dr Ste 100 City: Oak Ridge ZIP Code: 37830-8029 State/Province: TENNESSEE Country: UNITED STATES		

ENTITY	Tetra Tech Drg JV, Inc.	Status: Active
DUNS: 116648491	+4:	CAGE Code: 86LD0 DoDAAC:
Expiration Date: 10/02/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3475 E Foothill Blvd City: Pasadena ZIP Code: 91107-6024 State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH EXPEDITIONARY OPERATIONS, INC.	Status: Active
DUNS: 078543024	+4:	CAGE Code: 5PG99 DoDAAC:
Expiration Date: 01/15/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 3475 E FOOTHILL BLVD City: PASADENA ZIP Code: 91107-6024		
State/Province: CALIFORNIA Country: UNITED STATES		

ENTITY	TETRA TECH INTERNATIONAL, INC., ZWEIGNIEDERLASSUNG DEUTSCHLAND	Status: Active
DUNS: 341155142	+4:	NCAGE Code: CB843 DoDAAC:
Expiration Date: 03/03/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: FUCHSSTR. 1 City: RODENBACH ZIP Code: 67688		
State/Province: Country: GERMANY		

ENTITY	Tetra Tech International, Inc. (Dubai branch)	Status: Active
DUNS: 561432296	+4:	NCAGE Code: 2TELW DoDAAC:
Expiration Date: 01/20/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: The "H" Business Tower (Level 18), One Sheikh Zayed Road, City: Dubai ZIP Code:		
State/Province: Country: UNITED ARAB EMIRATES		



Purchasing

Divestment Statute Lists

The Comptroller provides the following divestment lists in connection with Tex. Govt. Code 808.051 (HB 89, 85th R.S.), Tex. Govt. Code 2252.153 (SB 252, 85th R.S.), and Tex. Govt. Code 2270.0209 (SB 253, 85th R.S.), and for compliance with contracting requirements referenced in Tex. Govt. Code 2252.152 (SB 252, 85th R.S.) and Tex. Govt. Code 2270.002 (HB 89, 85th R.S.).

- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.pdf]— *Updated October 3, 2019*
- Scrutinized Companies with ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.pdf]— *Updated October 3, 2019*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf] — *Updated June 2020*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.pdf]
- FAQ for Investing Entities [comptroller.texas.gov/purchasing/docs/SB-253-guidance.pdf]

List of Companies that Boycott Israel
Pursuant to Texas Government Code Chapter 808

June 2020

Company Name	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB ASA	IID000000002150825	NO0010031479
GULOGUZ DIS DEPOSU TICRET VE PAZARLAMA LTD.		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSKAP	IID000000002228977	XS1217882171
SAMPENSION KP LIVSFORSIKRING A/S	IID000000002708138	DK0011163715

List of Scrutinized Companies with ties to Sudan
Pursuant to Chapter 2270 of the Texas Government Code - 2019

Entity Name	Cusip	Sedol	Isin
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* The United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017. As such, the Sudanese Sanctions Regulations were amended by the Office of Foreign Assets Control to add section 538.540, authorizing all transactions previously prohibited by the Regulations and Executive Orders 13067 and 13412, effective as of January 17, 2017.

However, the changes do not authorize transactions that are prohibited under the Darfur Sanctions Regulations (31 C.F.R. part 546) or Executive Orders 13400 or 13664. Accordingly, the Comptroller's office will continue monitoring for companies that meet the pertinent statutory definition of a Scrutinized Company (i.e., companies that have been complicit in the Darfur genocide during any preceding 20-month period).

List of Companies Engaging in Scrutinized Business Operations in Iran - 2019
Chapter 2270 of the Texas Government Code

Company Name	ISIN
AF Poyry AB	SE0005999836
Beiqi Foton Motor Co., Ltd.	CNE000000WC6
Bharat Petroleum Corporation Ltd.	INE029A01011
China Railway Group Ltd	CNE100000866
Glencore plc	JE00B4T3BW64
Hindustan Petroleum Corporation Ltd.	INE094A01015
Hyundai Motor	KR7005380001
Indian Oil Corporation Ltd.	INE242A01010
Jindal Steel & Power Ltd.	INE749A01030
JXTG Holdings Inc	JP3386450005
Korea Electric Power	KR7015760002
Lloyds Banking Group plc	GB0008706128
Man SE	DE0005937007
Mangalore Refinery & Petrochemicals Ltd.	INE103A01014
Norinco Intl Cooperation Ltd	CNE000000VZ9
Oil & Natural Gas Corporation Ltd.	INE213A01029
Power Construction Corporation of China, Ltd.	CNE1000017G1
Renault S.A.	FR0000131906
Sinopec Engineering (Group) Co Ltd	CNE100001NV2
Suzuki Motor Corp.	JP3397200001
Telecom Italia	IT0003497168
Vodafone Group plc	GB00BH4HKS39
Zhejiang Shibao Co., Ltd.	CNE100001MJ9

Designated Foreign Terrorist Organizations Pursuant to Texas Government Code Chapter 2270

June 2020

Organization	Organization
Abdallah Azzam Brigades (AAB)	ISIL-Khorasan (ISIL-K)
Abu Sayyaf Group (ASG)	ISIS-Bangladesh
Al-Aqsa Martyrs Brigade (AAMB)	ISIS-Greater Sahara
al-Ashtar Brigades (AAB)	ISIS-Philippines
al-Mulathamun Battalion (AMB)	ISIS-West Africa
al-Nusrah Front	Islamic Jihad Union (IJU)
al-Qa'ida (AQ)	Islamic Movement of Uzbekistan (IMU)
Al-Qa'ida in the Indian Subcontinent	Islamic Revolutionary Guard Corps (IRGC)
al-Qa'ida in the Arabian Peninsula (AQAP)	Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
al-Qaida in the Islamic Maghreb (AQIM)	Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
al-Shabaab	Jaish-e-Mohammed (JEM)
Ansar al-Dine (AAD)	Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Ansar al-Islam (AAI)	Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Ansar al-Shari'a in Benghazi	Jemaah Anshorut Tauhid (JAT)
Ansar al-Shari'a in Darnah	Jemaah Islamiya (JI)
Ansar al-Shari'a in Tunisia	Jaysh al-Adl (formerly Jundallah)
Ansaru	Kahane Chai (Kach)
Army of Islam (AOI)	Kata'ib Hizballah (KH)
Asa'b Ahl al-Haq (AAH)	Kurdistan Workers Party (PKK, aka Kongra-Gel)
Asbat al-Ansar (AAA)	Lashkar i Jhangvi (LJ)
Aum Shinrikyo (AUM)	Lashkar-e-Tayyiba (LeT)
Basque Fatherland and Liberty (ETA)	Liberation Tigers of Tamil Eelam (LTTE)
Boko Haram	Mujahidin Shura Council in the Environs of Jerusalem (MSC)
Communist Party of the Philippines/New People's Army (CPP/NPA)	National Liberation Army (ELN)
Continuity Irish Republican Army (CIRA)	Palestine Islamic Jihad (PIJ)
Gama'a al-Islamiyya (Islamic Group - IG)	Palestine Liberation Front (PLF)
HAMAS	PFLP-General Command (PFLP-GC)
Haqqani Network (HQN)	Popular Front for the Liberation of Palestine (PFLP)
Harakat ul-Jihad-i-Islami (HUJI)	Real Irish Republican Army (RIRA)
Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)	Revolutionary Armed Forces of Colombia (FARC)
Harakat ul-Mujahidin (HUM)	Revolutionary People's Liberation Party/Front (DHKP/C)
Hizballah	Revolutionary Struggle (RS)
Hizbul Mujahideen (HM)	Shining Path (SL)
Indian Mujahedeen (IM)	Tehrik-e Taliban Pakistan (TTP)
ISL Sinai Province (formerly Ansar Bayt al-Maqdis)	

Source: U.S. Department of State <https://www.state.gov/foreign-terrorist-organizations/>

**List of Scrutinized Companies with ties to Foreign Terrorist Organizations
Pursuant to Texas Government Code Chapter 2270**

June 2020

Company Name	ISIN
No Companies Identified	

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: Andrew Mazzeo, PMP

Title: Vice President

Date: May 18, 2020

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: Harris County Office of Homeland Security and Emergency Management

Address: 6922 Old Katy Road, Houston, TX 77024

Contact Person and Title: Brian Murray

Phone: 713.881.3100

Fax: _____

Email Address: brian.murray@oem.hctx.net

Contract Period: _____

Scope of Work: Comprehensive Update of Harris County Hazard Mitigation Plan

REFERENCE TWO

Government/Company Name: Aransas County, TX

Address: 2840 Highway 35 N, Rockport, TX 78382

Contact Person and Title: John Strothman

Phone: 361.790.1094

Fax: _____

Email Address: jstrothman@aransascounty.org

Contract Period: _____

Scope of Work: Subject Matter Expertise and Project Management under FEMA's Hazard Mitigation Technical Assistance Program drafting & development of HMA applications

REFERENCE THREE

Government/Company Name: Town of Scituate, MA

Address: 600 Chief Justice Cushing Hwy, Scituate, MA 02066

Contact Person and Title: Sean McCarthy, Town Engineer

Phone: 781.545.8732

Fax: _____

Email Address: smccarthy@scituatema.gov

Contract Period: June 2019 - Present

Scope of Work: Development of a long term recovery strategy to address past damage and protect against future disasters currently providing FEMA Public Assistance support addressing recovery Hurricane Sandy (DR-4097) Winter Storm Nemo (DR-4110) Winter Storm Juno (DR-4214) and Winter Storm Riley (DR-4372)

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.

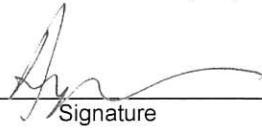
Tetra Tech, Inc
Offeror (Entity Name)

2901 Wilcrest Drive, Suite 400, 425
Street & Mailing Address

Houston, TX 77042
City, State & Zip

302.283.2233
Telephone Number

Andy.Mazzeo@tetrattech.com
E-mail Address


Signature

Andrew Mazzeo, PMP
Print Name

May 18, 2020
Date Signed

302.454.5988
Fax Number

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>	<div style="border: 1px solid black; padding: 2px; text-align: center;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-size: 1.2em;">Tetra Tech, Inc.</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <div style="font-size: 0.8em;">(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.)</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; font-size: 1.2em;">None</div> <div style="text-align: center; font-size: 0.8em;">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> <div style="text-align: center;"> <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;"> <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;"> <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> </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border: 1px solid black; padding: 2px; text-align: center;"> 4 </div> <div style="text-align: center; margin-top: 20px;"> <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div> </div> </div> <div style="width: 35%; text-align: center;"> <div style="margin-top: 20px;"> <div style="border-top: 1px solid black; width: 100%;"></div> <div style="font-size: 0.8em;">Date</div> </div> <div style="font-size: 1.1em; margin-top: 5px;">5/18/2020</div> </div> </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	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

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, Tetra Tech, Inc., 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

Andrew Mazzeo, PMP, Vice President

Printed Name and Title of Contractor's Authorized Official

5/18/2020

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)

(N/A)

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.		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">Must file online at www.ethics.state.tx.us/File</div>																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding: 2px;">Controlling</td> <td style="width: 50%; text-align: center; padding: 2px;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </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: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ 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
	<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 “<u>federally assisted construction contract</u>” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</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>	
>\$10,000		41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)

	<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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	<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 provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>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>	
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	<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. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5); 2. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and 3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) <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)

	<p><i>contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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,</p>	
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	<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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	<p>provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>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>	
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	<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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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.**

Andrew Mazzeo, PMP

Printed Name of Authorized
Representative



Signature

Vice President

Title

5/18/2020

Date

Offeror Must Complete and Return This Page With Offer.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1832156600400
File/Vendor Number:	511240
Approval Date:	14-MAY-2019
Scheduled Expiration Date:	14-MAY-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

ACURANCE, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 17-MAY-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	17529017869
File/Vendor Number:	25891
Approval Date:	25-APR-2017
Scheduled Expiration Date:	25-APR-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EJES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-AUG-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

17529017869
EJES, INC.

25891



Minority Business Enterprise (MBE)
EJES Incorporated

EJES Incorporated

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 517919: ALL OTHER TELECOMMUNICATIONS
NAICS 541330: ENGINEERING SERVICES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
NAICS 561320: TEMPORARY HELP SERVICES

This Certification commences February 13, 2019 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: February 28, 2021
Issued Date: February 13, 2019
CERTIFICATION NO. BMMB14390N0221



Ericia Mitchell

Certification Administrator

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: Tetra Tech, Inc. HUB: ☐ Yes ☒ No

Address: 2901 Wilcrest Drive, Suite 400, 425, Houston, TX 77042
Street City State Zip

Phone (with area code): 302.283.2233 Fax (with area code): 302.454.5988

Project Title & No.: Jefferson Cty, TX CDBG-MIT - RFP 20-015/JW

Prime Contract Amount: \$ 867,900 *

HUB Subcontractor Name: EJES, Incorporated

HUB Status (Gender & Ethnicity): 17529017869

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


Address: 6161 Savoy Dr., Suite 830, Houston, TX 77036
Street City State Zip

Phone (with area code): 281.272.1612 Fax (with area code): _____

Proposed Subcontract Amount: \$ 130,100 * Percentage of Prime Contract: 15 % *

Description of Subcontract Work to be Performed: Construction management and acquisition services.

* Dollar figure based on \$10,000,000 program, project construction, excludes Buyout program.

<u>Andrew Mazzeo</u>		<u>5/18/2020</u>
Printed Name of Contractor Representative	Signature of Representative	Date
<u>Kamal Rasheed</u>		<u>5/18/2020</u>
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: Tetra Tech, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 2901 Wilcrest Drive, Suite 400, 425, Houston, TX 77042

Street	City	State	Zip
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Phone (with area code): 302.283.2233 Fax (with area code): 302.454.5988

Project Title & No.: Grant Administration & Management Services IFB/RFP No.: 20-015/JW
~~CDBG-MIT for Jefferson County~~

Total Contract: \$ 867,900 * Total HUB Subcontract(s): \$ 433,950

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Acurance

HUB Status (Gender & Ethnicity): 1832156600400

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

Address: 701 N. Lamar Boulevard, Suite 313, Austin, TX 78752

Street	City	State	Zip
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Contact person: Cesar Garcia-Cuellar Title: CEO

Phone (with area code): 512-900-5783 Fax (with area code): _____

Proposed Subcontract Amount: \$ 130,100 * Percentage of Prime Contract: 35 % *

Description of Subcontract Work to be Performed: Grant administration services.

* Dollar figure based on \$10,000,000 project construction, excludes Buyout program.

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: EJES, Incorporated

HUB Status (Gender & Ethnicity): 17529017869

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

Address: 6161 Savoy Dr., Suite 830, Houston, TX 77036

Street	City	State	Zip
6161 Savoy Dr., Suite 830	Houston	TX	77036

Contact person: Kamal Rasheed Title: Vice President, Gulf Regional Manager

Phone (with area code): 346.333.1110 Fax (with area code): _____

Proposed Subcontract Amount: \$ 433,950 * Percentage of Prime Contract: 15 % *

Description of Subcontract Work to be Performed: Construction management and acquisition services.

* Dollar figure based on \$10,000,000 project construction, excludes Buyout program.

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed:

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

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

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

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

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

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

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

PART III: DISCLOSURE OF OTHER “NON-HUB” SUBCONTRACTS

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

Subcontractor Name: _____

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name:

Address: _____

Street	City	State	Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Offeror Must Complete and Return This Page With Offer.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: SEE ABOVE HUB subcontractors

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 Tetra Tech, Inc. [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.):	95-4148514
Company Name submitting bid/proposal:	Tetra Tech, Inc.
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**
NONE	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

Offeror Must Complete and Return This Page With Offer.

House Bill 89 Verification


I, Andrew Mazzeo, PMP, the undersigned representative of (company or business name) Tetra Tech, Inc. (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

5/18/2020

Date

On this 18th day of May, 2020, personally appeared

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




Notary Signature

5/18/2020
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.

Tetra Tech, Inc.

Company Name

RFP 20-015/JW

IFB/RFP/RFQ number

Certification check performed by:

 Assistant Purchasing Agent
Purchasing Representative

July 14, 2020
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 Delaware COUNTY OF New Castle

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

on this day personally appeared Andrew Mazzeo, PMP, who
(name)

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

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

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

Name and address of bidder: Tetra Tech, Inc
2901 Wilcrest Drive, Suite 400, 425, Houston, TX 77042

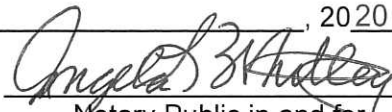
Fax: 302.454.5988 Telephone# 302.283.2233

by: Andrew Mazzeo, PMP Title: Vice President
(print name)

Signature: 

SUBSCRIBED AND SWORN to before me by the above-named
Andrew Mazzeo, PMP on

this the 18th day of May, 2020.


Notary Public in and for
the State of Delaware



Offeror Must Complete and Return This Page With Offer.



JEFFERSON COUNTY, TEXAS PURCHASING DEPARTMENT

1149 Pearl Street – First Floor
Beaumont, Texas 77701
409-835-8593

ADDENDUM TO RFP

RFP Number: RFP 20-015/JW

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

RFP Due: 11:00 am CT, Wednesday, May 20, 2020

Addendum No.: 1

Issued (Date): May 13, 2020

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

Reason for Issuance of this addendum: Clarifications

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

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

ATTEST:

Christine Angeletti
Authorized Signature (Offeror)

Witness

Senior Project Manager
Title of Person Signing Above

Witness

Christine Angeletti
Typed Name of Business or Individual

Approved by CA Date: 5/20/2020

8911 N Capital of Texas Hwy #2310, Austin, TX 78759
Address

RFP 20-015/JW**Grant Administration and Management Services for Community Development
Block Grant – Mitigation (CDBG-MIT) for Jefferson County****CLARIFICATIONS**

Question 1: Is the client open to negotiating contract terms after award?

Answer: No. Terms of the contract will be negotiated *prior* to award.

Per the RFP Specifications (Section 5.3 Proposal Evaluation and Selection) p. 24:

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 Offerors immediately following execution of a written contract.

Question 2: Will the County please consider extending the deadline for submission another week to May 27?

Answer: No. The County is unable to extend the deadline for submission for this RFP.

Question 3: Given the current National Emergency addressing the COVID-19 pandemic, many offices across the country, under which normal circumstances hard-copy production would take place, are mandated to be closed at this time. As we are following the President's and various Governor's Directives by working remotely as well, we request that you please consider allowing for electronic delivery of this proposal.

Answer: No. The County does not have the means to accept electronic submissions. Please submit via the acceptable methods stipulated within the RFP specifications.

Question 4: Will the County accept proof of insurance/ conditional insurance certificate? The actual insurance certificate can be issued after the contract negotiations are completed.

Answer: Yes.

Question 5: Is the County agreeable to remove the \$1,000 liquidated damages requirement included in the Non-Disclosure Agreement included in the RFP specifications?

Answer: No.

RFP 20-015/JW
CLARIFICATIONS (Continued):

Question 6: Is the County agreeable to Contractor adding language to the Non-Disclosure Agreement (included in the RFP specifications) prior to signatures?

“Contractor’s liability for any and all claims arising out of or in connection with this Agreement shall not exceed, in the aggregate, the fees paid by County to Contractor under this Agreement in the twelve (12) month period before the occurrence of the event giving rise to the claim.”

Answer: No.

Question 7: A formal contract document was not attached to the RFP; however, contractual terms were found throughout the RFP. Should awarded contractor expect a different contract at the negotiation phase? If so, please provide the sample contract if available.

Answer: Per the below section of the RFP specifications, the Jefferson County Purchasing Department will request a contract document from the apparent successful Offeror as part of the negotiations process. The entire specifications packet for this RFP is considered part of the contract document and will be included in the final executed contract document.

Per the RFP Specifications (Section 5.3 Proposal Evaluation and Selection) p. 24:

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 Offerors immediately following execution of a written contract.

Question 8: Response Format 2.2 Organization of Proposal Contents Page 18 of 71 appears to be at odds with 3. General Response Requirements Page 21 of 71 and III Evaluation Criteria page 26 of 71. Would the County care to specify the exact organization and information of the proposal being requested?

Answer: The Response Format should follow the **general** organization as described in Section 2. Response Format (Pages 18 – 20). However, any and all additional requirements described within the specifications should also be incorporated into this general organization format in an organized fashion determined by the Offeror. **Please be sure to include all information requested.**

RFP 20-015/JW
CLARIFICATIONS (Continued):

Question 9:

On Page 19 of 71 2.6 Offeror Identifying Information letter g, the RFP appears to request the name and address of every employee who may be employed on the project. Since the services being requested depend on funding and projects, can the County say exactly which projects are expected to be part of the program? Alternatively, can the County remove this requirement, or can office locations be substituted for actual home addresses, which IBTS does not typically divulge due to privacy concerns?

Answer: No. The County cannot remove this requirement. Due to the nature of these grant funds, the County is unable to provide a list of expected projects. However, in lieu of personal (home) addresses, proposer may provide only the city and state for each employee expected to be employed.



TETRA TECH, INC.
PROFESSIONAL SERVICES CONTRACT

EXHIBIT B
TASK ORDER FORM

Recovery Application and Grant Program Management Services Agreement
Task Order
 Jefferson County – Tetra Tech Inc.

Date Issued		
Program Funding Source	CDBG-MIT	
Project Name/Description		
Contractor Scope of Work Tasks		
•		
Jefferson County Scope of Work Tasks		
•		
Task Order Schedule		
Total Not-to-Exceed Fee <i>(subject to applicable GLO Project Delivery caps)</i>	CDBG MIT Project Cost	TT
\$	\$	\$
Fee Payment Schedule		
Fees for pre-award services		
Fees above cover post-award services		
Other terms, conditions, or instructions		

Issued by Jefferson County:

Name:	Title:
Signature:	Date:

Accepted by Contractor:

Name:	Title:
Signature:	Date:

Recovery Application and Grant Program Management Services Agreement
Task Order Amendment
Jefferson County – Tetra Tech Inc.

Date Issued		
Program Funding Source	CDBG-MIT	
Project Name/Description		
Contractor Scope of Work Tasks – Description of Changes		
•		
Jefferson County Scope of Work Tasks – Description of Changes		
•		
Task Order Schedule – Description of Changes		
Total Not-to-Exceed Fee <i>(subject to applicable GLO Project Delivery caps)</i>	CDBG MIT Project Cost	TT
\$	\$	\$
Fee Payment Schedule – Description of Changes		
Fees for pre-award services		
Fees above cover post-award services		
Other terms, conditions, or instructions		

Issued by Jefferson County:

Name:	Title:
Signature:	Date:

Accepted by Contractor:

Name:	Title:
Signature:	Date:



**TETRA TECH, INC.
PROFESSIONAL SERVICES CONTRACT**

EXHIBIT D

**JEFFERSON COUNTY
CODE OF CONDUCT POLICY
FOR METHODS OF PROCUREMENT**



Resolution

STATE OF TEXAS
COUNTY OF JEFFERSON

§
§
§

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 14th day of November, 2016, on motion made by Eddie Arnold, Commissioner of Precinct No. 1, and seconded by Brent Weaver, Commissioner of Precinct No. 2, the following Resolution was adopted:

CODE OF CONDUCT POLICY FOR METHODS OF PROCUREMENT

WHEREAS, the Texas Department of Agriculture Code of Conduct Sec. 5.1.2 outlines the procurement processes that must be adhered to by recipients of TxCDBG Grant funds to avoid conflicts of interest and provide for fair competitive procurement for purchases using the grant funds; and

WHEREAS, Jefferson County has applied for and received grant funds that are subject to the requirement for compliance with this code of conduct.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Jefferson County, Texas does hereby adopt the following code of conduct for methods of procurement of services for which TxCDBG grant funds will be utilized:

No employee, officer, or agent of Jefferson County, Texas shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of Jefferson County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

As a Grant Recipient of a TxCDBG contract, Jefferson County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

No employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

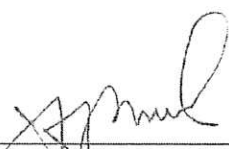
The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

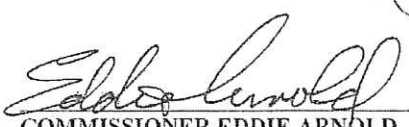
Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

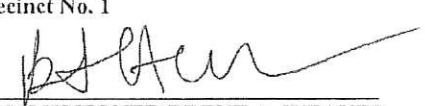
Any alleged violations of these standards of conduct shall be referred to the Jefferson County District Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to

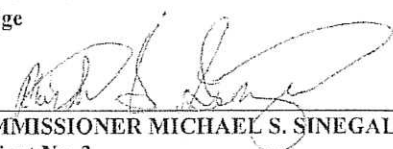
be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signed this 14th day of November, 2016.

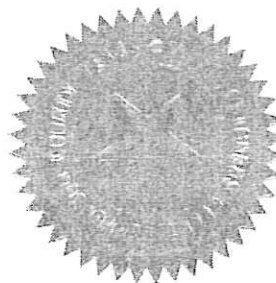

 JUDGE JEFF R. BRANICK
 County Judge


 COMMISSIONER EDDIE ARNOLD
 Precinct No. 1


 COMMISSIONER BRENT A. WEAVER
 Precinct No. 2


 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

Absent
 COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4





SETEX

FACILITIES & MAINTENANCE
"Strength in Construction"

Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

July 8, 2020

Deb Clark
Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Project: "Jefferson County Health and Welfare [186]"

Subject: "Scope Change Proposal"

Dear Ms. Clark:

We are pleased to submit our proposal to utilize our 15/041JN-11-2015 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Waterproofing

- Clean all surfaces by cold water restoration method.
- All bricks and mortar joints, both vertical and horizontal, shall be carefully examined
- All open, cracked, or defective mortar joints shall be cut back by the power grinding method to minimum depth of ½ inch and a maximum depth of 1 inch.
- All joints to be repaired shall be dampened applying mortar in ½ inch intervals to prevent shrinkage or cracking until joints are full. Moisture cure for 24 hrs
- Remove all old deteriorated caulk sealant then dispose of in the proper manner.
- Prime all joints to receive caulk with Masterseal Primer applied by brush
- Install Denver Foam's Soft Cell Backer Rod 25% larger than the joint to width and depth of joint to manufacturer's specification.
- Apply Masterseal NP1 Sealant by handgun method to all areas receiving sealant then hand tool to a neat, straight, watertight seal.
- Caulk all penetrations thru wall such as light pipes, vents, and electrical boxes.
- Caulk control joint from wall slab to sidewalk around perimeter of building with Masterseal NP1 or SL1 sealant
- Apply Sherwin Williams water-based enamel to all wood or steel frames by brush or roller a minimum of two coats
- After cleaning, all repairs, and caulking have been completed, two full coats of Masterseal 750 AA elastomeric coating will be applied by brush, roller or spray at the rate of 1.5 gallon per 80 sq. ft. per coat to waterproof and preserve the aging precast stone color of owner's choice.

Credits

- Apply Prosco Cat 5 to all interior block walls around perimeter of building.
- Spray closed cell foam insulation on all interior block walls around perimeter of building
- Demo remaining existing sheetrock on perimeter walls of building.
- Remove and reset existing wall angle of acoustical ceiling with ceiling tile
- Remove all existing metal framing around perimeter of building

General Contracting

Job Order Contracting

Facilities Maintenance

Commercial

Industrial

Government

Healthcare

Infrastructure

Corporate

Education

Performing Arts

Historical



Mailing Address:
P.O. Box 20658
Beaumont, Texas 77720-0658

Exclusions:

This Proposal does not include raising any curbs. Relocation of any gas lines. Providing temporary air while units are being disconnected. Moving any personal belongings, computers, medical equipment or any confidential items. Unforeseen items beyond scope listed above, overtime, permits and liquidated damages.

We estimate approximately ninety (90) working days upon material delivery

(409) 842-8181
(409) 842-2274
setex@setexconstruction.com
setexconstruction.com

General Contracting

Total Proposed Cost **\$ 14,245.80**

Job Order Contracting

Facilities Maintenance

This pricing is based on normal hours Monday thru Friday 7:00am to 4:00pm. Please contact us at 409-842-8181 at your convenience to go over this estimate. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8181 at your convenience to discuss this estimate.

Commercial

Industrial

We trust the proposal meets with your approval and please advise us accordingly.

Respectfully submitted,
SETEX Facilities and Maintenance

Government

Healthcare

Michael Waidley
Project Manager

JEFFERSON COUNTY, TEXAS

Infrastructure

19-0194

Jeff Branick, County Judge

Corporate

Education

ATTEST:

Carolyn L. Guidry
Carolyn L. Guidry, County Clerk

Performing Arts

Historical





Preliminary Estimate, by line item
Lester Renfrow
SETEX Facilities and Maintenance, LLC
15/041JUN-11 - 2015 Choice Partners JOC Texas SETEX - Renewal - 8/18/2018
to 8/17/2019
CO #1 Exterior Paint - 19-0194 CO #1

Estimator: Lester Renfrow

Summary of tagged estimates...

Project Scope:

Division Summary (MF04)

01 - General Requirements	\$6,557.00	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry	\$19,684.68	31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection	\$51,112.25	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	\$18,052.54	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	\$19,361.16
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$12,543.13
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$6,818.03
RSMeans BEAUMONT, TX CCI 2020Q1, 84.30%	\$1,070.44

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$17,803.85
Labor:	\$30,523.14
Equipment:	\$176.14
Other:	\$(0.02)
Laborhours:	348.45
Green Line Items:	1
	\$(16,224.31)

2015 Choice Partners JOC SETEX Texas Normal (-11.0000%)	\$632.23
Nonpriced Line Items	\$19,361.16

Priced/Non-Priced

Total Priced Items:	13	\$16,818.03	
Total Non-Priced Items:	1	\$19,361.16	154.36%
	14	\$12,543.13	

Grand Total \$14,245.80

Preliminary Estimate, by line item

Estimator: Lester Renfrow

Combined estimates...

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-40-0020-4 Rent per month for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric	Ea.	1.0000	\$1,265.00	\$1,265.00	RSM20FAC E, O&P P
2	01-54-33-40-4000-4 Rent per month for rent paint sprayers complete 17 cfm	Ea.	1.0000	\$1,089.00	\$1,089.00	RSM20FAC E, O&P P
3	01-54-33-40-5450-3 Rent per week for pressure Washer 5 gpm, 3000 psi	Ea.	1.0000	\$363.00	\$363.00	RSM20FAC E, O&P P
4	01-93-13-04-0130 Caulking masonry, culout and recaulk, silicone, excl staging	L.F.	600.0000	\$6.40	\$3,840.00	RSM20FAC M, L, O&P P
01 - General Requirements Total					\$6,557.00	
04 - Masonry						
5	04-01-20-52-0300 Cleaning masonry, heavy restoration, light soil, by chemical, high pressure wash, brush and rinse, excludes scaffolding 9456-214.385 = 9,241.64	S.F.	9,241.6350	\$2.13	\$19,684.68	RSM20FAC M, L, O&P P
04 - Masonry Total					\$19,684.68	
07 - Thermal and Moisture Protection						
6	07-21-29-10-0330 Insulation, polyurethane foam, 2#/CF density, 3" thick, R19.5, sprayed 548.1*15*1.15*60 = 5,672.84	S.F.	-5,672.8350	\$2.86	\$(16,224.31)	RSM19FAC Gm, M, L, E, O&P P
7	07-56-10-10-0120 Elastomeric roofing, acrylic rubber, fluid applied, reinforced, 50 mils thick closest line item to CAT 5 barrier used on perimeter interior walls 548.1*15*1.15*60 = 5,672.84	S.F.	-5,672.8350	\$6.15	\$(34,867.94)	RSM19FAC M, L, E, O&P P
07 - Thermal and Moisture Protection Total					\$(51,112.25)	
09 - Finishes						
8	09-01-90-92-0510 Paint preparation, surface protection, placement & removal, basic drop cloths (136+136+114+114)*4 = 2,000.00	S.F.	2,000.0000	\$0.09	\$180.00	RSM20FAC L, O&P P
9	09-01-90-92-0520 Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	600.0000	\$0.79	\$474.00	RSM20FAC M, L, O&P P
10	09-91-23-72-4000 Paints & coatings, walls & ceilings, interior, masonry or concrete block, block filler, 1 coat, brushwork 9456*1.05 = 9,928.80	S.F.	9,928.8000	\$1.48	\$14,694.62	RSM20FAC M, L, O&P P
11	09-91-23-72-4000-8200 Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200) (136+136+114+114)*7*1.05 = 3,675.00	S.F.	3,675.0000	\$0.08	\$294.00	RSM20FAC L, O&P P

Preliminary Estimate, by line item

Estimator: Lester Renfrow

Combined estimates...

09 - Finishes

Item	Description	UM	Quantity	Unit Cost	Total	Book
12	09-91-23-72-4000-8300 Paints & coatings, walls & ceilings, interior, for work over 15' high, add (Modified using 09-91-23-72-8300) (136+114+114)*5*1.05 = 1,911.00	S.F.	1,911.0000	\$0.17	\$324.87	RSM20FAC L, O&P P
13	09-91-23-72-4000-8410 Paints & coatings, walls & ceilings, interior, for heavy textured surfaces, add (Modified using 09-91-23-72-8410) 9456*1.05 = 9,928.80	S.F.	9,928.8000	\$0.21	\$2,085.05	RSM20FAC L, O&P P

09 - Finishes Total

\$18,052.54

Alternate

14	09-96-53-10-0150 Coatings, elastomeric, high build, water proof, SW Confex XL, 70-80 sq ft/gal	S.F.	9,928.8000	\$1.95	\$19,361.16	Alternate M, L, B N
----	--	------	------------	--------	-------------	------------------------

Alternate Total

\$19,361.16

Estimate Grand Total

14,245.80

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: July 14, 2020

Fran,

I would like to request a transfer of \$10,000.00 from 120-6085-416-4056 Electricity to 120-6085-416-6014 Buildings and Structures. This is to purchase two A/C units for JP Burnett's office (Mid County Office Building).

They will be replacing two A/C units at the Mid County office that are over 16 years old and getting to the point that they are no longer repairable. I do understand that this has to go to commissioner's court.

Thanks for your help.

Sincerely,
Mike Trahan Superintendent,
Road and Bridge Precinct 2

**Jefferson County
District Clerk's Office**
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting the following transfers:

\$5,700.00 from account 120-2031-414-50-62 (travel) to account 120-2031-414-60-22 (capital outlay/furniture) for the purchase of a 2-person cubicle and 2 chairs for Family Law (see attached)

\$950.0 from account 120-2031-414-50-62 (travel) to account 120-2031-414-30-84 (minor equipment) for the purchase of a scanner for Family Law

\$1,000 from account 864-0000-414-50-62 (Records Technology/Travel) to 864-0000-414-30-84 (Records Technology/minor equipment) for the purchase of a scanner for Records Management

Respectfully,

A handwritten signature in cursive script that reads "Jamie Smith".

Jamie Smith
Jefferson County District Clerk

WORKSPACE Interiors

by Office DEPOT

1246 SILBER RD.
HOUSTON TX

ALEXANDER CORTES
BUSINESS DEVELOPMENT MANAGER
787 627 1147 ph

fax
ALEXANDER.CORTES@WORKSPACEINTERIOR

Jefferson County District Clerk's Office


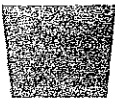
Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
1	2		HIWM3 Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Sell:	\$448.25	\$896.50
			Select Arm Type .A Arm: Height and Width Adj			
			Select Caster Option .H CASTER: Hard (Standard)			
			Select Back .M Back: Mesh Back			
			Select Upholstery \$(2) GRADE: II UPHOLSTERY			
			Upholstery Selection .CLYD Clyde Color			
			UPH: Clyde 10 COLOR: Blacksmith			
			Select Frame Color .T FRAME: Black			
			Select Base .SB Base: Standard Base			
2	4		HETC36 Panel Top Cap 36"W	Sell:	\$39.51	\$158.04
			SELECT PAINT COLOR \$(P3) P3 PAINT OPTS			
			SELECT GRADE 3 PAINT .PBM REGATTA			
3	6		HETP3536FP Tackable Panel w/o TC 35H x 36W	Sell:	\$154.99	\$929.94
			Fabric Selection ... Skipped Option			
			Select Paint Color \$(P1) P1 Paint Opts			
			Select Grade 1 Paint ... Skipped Option			
4	2		HEFG1536 Frameless Glass 15H X 36W	Sell:	\$295.29	\$590.58
			SELECT PAINT COLOR \$(P3) P3 PAINT OPTS			
			SELECT GRADE 3 PAINT .PBM REGATTA			
			SELECT GLASS .R GLASS: FROSTED			



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Jefferson County District Clerk's Office

Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST






Item	Qty	Preview	Product	Price:	Unit	Extended
5	2		HH871501 Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	Sell:	\$21.78	\$43.56
			Select Duplex Color ... Skipped Option			
6	2		HH871503 Duplex Receptacle Circuit 3 3-1 System Only	Sell:	\$21.78	\$43.56
			Select Duplex Color ... Skipped Option			
7	2		HH871236 Electrical Power Harness 36W 3-1 & 2-2 Systems	Sell:	\$103.32	\$206.64
8	1		HH871912 Celling In-Feed Cable 144" long	Sell:	\$119.03	\$119.03
9	2		HH871504 Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	Sell:	\$21.78	\$43.56
			Select Duplex Color ... Skipped Option			
10	4		HEFEC35P Panel Finished End Covers 35H	Sell:	\$32.42	\$129.68
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			

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Jefferson County District Clerk's Office
Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Date: 7/10/2020
Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
11	2		HEC35PS Extended Straight Connector 35H	Sell:	\$61.79	\$123.58
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			
12	2		HWR3072PN Systems Rectangular Wksfc Edgeband 30D x 72W No Grom	Sell:	\$300.35	\$600.70
			SELECT LAMINATE \$(L1STD) Grd L1 Standard Laminates			
			Laminate Selection ... Skipped Option			
			Select Edgeband Color ... Skipped Option			
13	1		HECPP156 Integrated Power Pole 13"H 2" x 2"	Sell:	\$346.44	\$346.44
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			
14	2		HVFB23R Box/Box/File 28H x 22 7/8D x 15W	Sell:	\$295.29	\$590.58
			SELECT LOCK OPTION .L Lock: Lock			
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			
15	2		HCTL241R Right-hand Cantilever 24"D	Sell:	\$22.79	\$45.58
			SELECT PAINT COLOR \$(P1) Select P1 Paint			
			SELECT GRADE 1 PAINT .P8T Titanium			

WORKSPACE Interiors

by Office Depot

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HOUSTON TX

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Jefferson County District Clerk's Office

Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
16	2		HCTL241L Left-hand Cantilever 24"D	Sell:	\$22.79	\$45.58
			SELECT PAINT COLOR \$(P1) Select P1 Paint			
			SELECT GRADE 1 PAINT .P8T Titanium			
			Subtotal Sell:			\$4,913.55
zInstall						
17	1		Install RT Labor to Receive Deliver and Install per proposal	Sell:	\$779.22	\$779.22
			All work during Regular Business Hours			
			No stair carry			
			Area to be free and clear			
			Non-Union Labor			
			Subtotal Sell:			\$779.22
Total Sell:						\$5,692.77



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Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020
Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
Proposal Notes						

Deposit Required:

Additional Information:

WORKSPACE Interiors

by Office Depot

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Jefferson County District Clerk's Office

Jill Wiebusch

1085 Pearl Street

Beaumont

TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items at time of initial delivery. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after final delivery.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



1246 SILBER RD.
HOUSTON TX

ALEXANDER CORTES
BUSINESS DEVELOPMENT MANAGER
787 627 1147 ph

fax
ALEXANDER.CORTES@WORKSPACEINTERIOR

Jefferson County District Clerk's Office

Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020
Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
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Special Instructions:

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

Your signature below indicates your approval to order the items listed on this proposal.

Purchase Order: _____

Signature: _____

Date: _____

Printed Name: _____

QUOTE CONFIRMATION




DEAR VANESSA LACHNEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C1ZBZ7	5/28/2020	BUDGET-SCANNER	2735480	\$954.02

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fujitsu fi-7160 - document scanner - desktop - USB 3.0	1	5046017	\$954.02	\$954.02
Mfg. Part#: PA03670-B085				
UNSPSC: 43211711				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				

PURCHASER BILLING INFO		SUBTOTAL	\$954.02
Billing Address: JEFFERSON COUNTY 1149 PEARL ST FL 6 MIS DEPT BEAUMONT, TX 77701-3638 Phone: (409) 835-8447 Payment Terms:		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$954.02
		DELIVER TO Shipping Address: JEFFERSON COUNTY ATTN:VANESSA LACHNEY 1149 PEARL STREET FLOOR 6TH BEAUMONT, TX 77701 Phone: (409) 835-8447 Shipping Method: UPS Ground	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES/CONTACT INFORMATION			
	Dave Kriedemann	(866) 815-7582	davekri@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**Jefferson County
District Clerk's Office**
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527



Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

**Jamie Smith
District Clerk**

Dear Fran,

I am requesting the following transfers:

\$5,700.00 from account 120-2031-414-50-62 (travel) to account 120-2031-414-60-22 (capital outlay/furniture) for the purchase of a 2-person cubicle and 2 chairs for Family Law (see attached)

\$950.0 from account 120-2031-414-50-62 (travel) to account 120-2031-414-30-84 (minor equipment) for the purchase of a scanner for Family Law

\$1,000 from account 864-0000-414-50-62 (Records Technology/Travel) to 864-0000-414-30-84 (Records Technology/minor equipment) for the purchase of a scanner for Records Management

Respectfully,

A handwritten signature in cursive script that reads "Jamie Smith".

Jamie Smith
Jefferson County District Clerk

WORKSPACE Interiors

by Office DEPOT

1246 SILBER RD.
HOUSTON TX

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BUSINESS DEVELOPMENT MANAGER
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Jefferson County District Clerk's Office


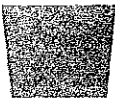
Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
1	2		HIWM3 Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld	Sell:	\$448.25	\$896.50
			Select Arm Type .A Arm: Height and Width Adj			
			Select Caster Option .H CASTER: Hard (Standard)			
			Select Back .M Back: Mesh Back			
			Select Upholstery \$(2) GRADE: II UPHOLSTERY			
			Upholstery Selection .CLYD Clyde Color			
			UPH: Clyde 10 COLOR: Blacksmith			
			Select Frame Color .T FRAME: Black			
			Select Base .SB Base: Standard Base			
2	4		HETC36 Panel Top Cap 36"W	Sell:	\$39.51	\$158.04
			SELECT PAINT COLOR \$(P3) P3 PAINT OPTS			
			SELECT GRADE 3 PAINT .PBM REGATTA			
3	6		HETP3536FP Tackable Panel w/o TC 35H x 36W	Sell:	\$154.99	\$929.94
			Fabric Selection ... Skipped Option			
			Select Paint Color \$(P1) P1 Paint Opts			
			Select Grade 1 Paint ... Skipped Option			
4	2		HEFG1536 Frameless Glass 15H X 36W	Sell:	\$295.29	\$590.58
			SELECT PAINT COLOR \$(P3) P3 PAINT OPTS			
			SELECT GRADE 3 PAINT .PBM REGATTA			
			SELECT GLASS .R GLASS: FROSTED			



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Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
5	2		HH871501 Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	Sell:	\$21.78	\$43.56
			Select Duplex Color ... Skipped Option			
6	2		HH871503 Duplex Receptacle Circuit 3 3-1 System Only	Sell:	\$21.78	\$43.56
			Select Duplex Color ... Skipped Option			
7	2		HH871236 Electrical Power Harness 36W 3-1 & 2-2 Systems	Sell:	\$103.32	\$206.64
8	1		HH871912 Celling In-Feed Cable 144" long	Sell:	\$119.03	\$119.03
9	2		HH871504 Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	Sell:	\$21.78	\$43.56
			Select Duplex Color ... Skipped Option			
10	4		HEFEC35P Panel Finished End Covers 35H	Sell:	\$32.42	\$129.68
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			






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Date: 7/10/2020

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BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
11	2		HEC35PS Extended Straight Connector 35H	Sell:	\$61.79	\$123.58
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			
12	2		HWR3072PN Systems Rectangular Wksfc Edgeband 30D x 72W No Grom	Sell:	\$300.35	\$600.70
			SELECT LAMINATE \$(L1STD) Grd L1 Standard Laminates			
			Laminate Selection ... Skipped Option			
			Select Edgeband Color ... Skipped Option			
13	1		HECPP156 Integrated Power Pole 13"H 2" x 2"	Sell:	\$346.44	\$346.44
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			
14	2		HVFB23R Box/Box/File 28H x 22 7/8D x 15W	Sell:	\$295.29	\$590.58
			SELECT LOCK OPTION .L Lock: Lock			
			SELECT PAINT COLOR \$(P3) P3 Paint Opts			
			Select Custom Paint ~ Undecided PAINT Option			
15	2		HCTL241R Right-hand Cantilever 24"D	Sell:	\$22.79	\$45.58
			SELECT PAINT COLOR \$(P1) Select P1 Paint			
			SELECT GRADE 1 PAINT .P8T Titanium			

WORKSPACE Interiors

by Office Depot

1246 SILBER RD.
HOUSTON TX

ALEXANDER CORTES
BUSINESS DEVELOPMENT MANAGER
787 627 1147 ph

fax
ALEXANDER.CORTES@WORKSPACEINTERIOR

Jefferson County District Clerk's Office

Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
16	2		HCTL241L Left-hand Cantilever 24"D	Sell:	\$22.79	\$45.58
			SELECT PAINT COLOR \$(P1) Select P1 Paint			
			SELECT GRADE 1 PAINT .P8T Titanium			
			Subtotal Sell:			\$4,913.55
zInstall						
17	1		Install RT Labor to Receive Deliver and Install per proposal	Sell:	\$779.22	\$779.22
			All work during Regular Business Hours			
			No stair carry			
			Area to be free and clear			
			Non-Union Labor			
			Subtotal Sell:			\$779.22
Total Sell:						\$5,692.77



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Jill Wiebusch
1085 Pearl Street
Beaumont TX 77701

Proposal

Date: 7/10/2020
Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
Proposal Notes						

Deposit Required:

Additional Information:

WORKSPACE Interiors

by Office DEPOT

1246 SILBER RD.
HOUSTON TXALEXANDER CORTES
BUSINESS DEVELOPMENT MANAGER
787 627 1147 ph
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ALEXANDER.CORTES@WORKSPACEINTERIOR

Jefferson County District Clerk's Office

Jill Wiebusch

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Beaumont

TX 77701

Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
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TERMS AND CONDITIONS OF PURCHASE (FURNITURE)

- Office Depot, Inc. ("Office Depot") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and Office Depot's obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that Office Depot will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
- All prices are firm for thirty (30) days from date of proposal.
- Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items at time of initial delivery. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after final delivery.
- All orders are subject to credit approval.
- Office Depot requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
- All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to Office Depot at the time of sale, extra labor charges at prevailing rates may apply.
- If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- Electric current, heat, hoisting and/or elevator service will be furnished without charge to Office Depot.
- Floors shall be smooth, level and free from debris, and concrete subject to dampness shall be waterproofed prior to delivery and installation of products.
- If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Double handling of a product will be charged at our normal hourly rate.
- Office Depot makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to Office Depot in writing within five (5) days after delivery or installation of the products and if no claim is so received by Office Depot it will be conclusively presumed that Customer has accepted and that the products are as represented.
- No liability shall accrue against Office Depot as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- Office Depot retains, and Customer hereby grants to Office Depot, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, Office Depot shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
- Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that Office Depot will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
- Manufacturer warranties apply for parts only. Labor is not included.
- It is Customer's responsibility to furnish a certified electrician to "hardwire" cubicle stations to building power.
- All items set forth in the quotation are non-returnable.
- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
- These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer has read and understands these terms and conditions of purchase.

Customer: _____ Address: _____

Customer's Signature: _____ Title: _____

Print Name: _____ Date: _____



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Proposal

Date: 7/10/2020

Reference #: 509085

BUDGETARY COST

Item	Qty	Preview	Product	Price:	Unit	Extended
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Special Instructions:

Proposal valid for 30 days

Please note: a deposit is required on all furniture orders prior to order placement

One of the following is required prior to placing your order: Signed Terms and Condition, Furniture Agreement on file or a Workspace Interiors Furniture Addendum on file

Workspace Interiors may require additional credit information, prior to placing your order

The appropriate tax will be applied at the time of invoicing

This proposal contains **Special Order** items that are **Not Returnable**

Once an order is placed, cancellations are **Not Allowed**.

Estimated leadtime is subject to the manufactures production / shipping schedule

Your signature below indicates your approval to order the items listed on this proposal.

Purchase Order: _____

Signature: _____

Date: _____

Printed Name: _____

QUOTE CONFIRMATION




DEAR VANESSA LACHNEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1C1ZBZ7	5/28/2020	BUDGET-SCANNER	2735480	\$954.02

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Fujitsu fi-7160 - document scanner - desktop - USB 3.0	1	5046017	\$954.02	\$954.02
Mfg. Part#: PA03670-B085				
UNSPSC: 43211711				
Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)				

PURCHASER BILLING INFO		SUBTOTAL	\$954.02
Billing Address: JEFFERSON COUNTY 1149 PEARL ST FL 6 MIS DEPT BEAUMONT, TX 77701-3638 Phone: (409) 835-8447 Payment Terms:		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$954.02
		DELIVER TO Shipping Address: JEFFERSON COUNTY ATTN:VANESSA LACHNEY 1149 PEARL STREET FLOOR 6TH BEAUMONT, TX 77701 Phone: (409) 835-8447 Shipping Method: UPS Ground	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES/CONTACT INFORMATION			
	Dave Kriedemann	(866) 815-7582	davekri@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/project-sales.aspx>
 For more information, contact a CDW account manager

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PGM: GMCOMMV2	DATE 07-21-2020	PAGE: 1
NAME	AMOUNT	CHECK NO. TOTAL
ROAD & BRIDGE PCT.#1		
ENTERGY	85.03	473517
ENTERGY	1,545.17	473518
MUNRO'S	1,984.85	473528
SCOOTER'S LAWNMOWERS	4.79	473541
ADVANCE AUTO PARTS	25.43	473639
REPUBLIC SERVICES	76.05	473650
CINTAS CORPORATION	20.99	473654
GULF COAST	549.00	473670
		4,291.31**
ROAD & BRIDGE PCT.#2		
MUNRO'S	20.46	473528
SMART'S TRUCK & TRAILER, INC.	40.96	473543
S.E. TEXAS BUILDING SERVICE	346.66	473544
AT&T	100.53	473548
SOUTHERN TIRE MART, LLC	719.90	473563
LARRY'S REFRIGERATION	302.45	473573
BUMPER TO BUMPER	6.05	473598
NEW WAVE WELDING TECHNOLOGY	7.50	473615
INTERSTATE ALL BATTERY CENTER - BMT	245.90	473618
REPUBLIC SERVICES	122.69	473650
		1,901.00**
ROAD & BRIDGE PCT. # 3		
CERTIFIED LABORATORIES	899.50	473502
CITY OF PORT ARTHUR - WATER DEPT.	39.65	473503
FARM & HOME SUPPLY	114.63	473515
MUNRO'S	23.85	473528
RITTER @ HOME	825.66	473537
W. JEFFERSON COUNTY M.W.D.	63.91	473562
MOTOROLA SOLUTIONS INC	51,721.50	473567
FASTENAL	86.03	473568
CENTERPOINT ENERGY RESOURCES CORP	43.40	473599
ATTABOY TERMITE & PEST CONTROL	159.00	473619
PARKER LUMBER	51.98	473623
REPUBLIC SERVICES	45.00	473650
SMITTY'S HAMSHIRE GULF	26.00	473655
LATCH OIL INC	89.00	473674
BRU-CO ALUMINUM INC	25,000.00	473675
		79,189.11**
ROAD & BRIDGE PCT.#4		
RB EVERETT & COMPANY, INC.	608.86	473514
MUNRO'S	73.07	473528
PHILPOTT MOTORS, INC.	894.14	473532
SANITARY SUPPLY, INC.	126.36	473539
AT&T	81.14	473548
W. JEFFERSON COUNTY M.W.D.	79.95	473561
MOTOROLA SOLUTIONS INC	52,147.74	473567
UNITED STATES POSTAL SERVICE	2.20	473582
MARTIN PRODUCT SALES LLC	10,404.00	473606
A-1 MAIDA FENCE COMPANY	325.00	473649
REPUBLIC SERVICES	214.79	473650
CINTAS CORPORATION	91.65	473654
O'REILLY AUTO PARTS	363.61	473664
WC TRACTOR - BEAUMONT	67.56	473666
GULF COAST	199.80	473670
		65,679.87**
ENGINEERING FUND		
VERIZON WIRELESS	208.75	473575
COWBOY POWERSPORTS	2,595.50	473604
CANON SOLUTIONS AMERICA INC	132.00	473640
		2,936.25**
PARKS & RECREATION		
ENTERGY	1,754.82	473517
W. JEFFERSON COUNTY M.W.D.	27.67	473561
GB DUMPSTERS	400.00	473672
		2,182.49**
GENERAL FUND		

PGM: GMCOMMV2	DATE 07-21-2020	AMOUNT	CHECK NO.	PAGE: 2 173 TOTAL
NAME				
JUSTICE OF THE PEACE, PCT. 2		100.00	473569	100.00*
TAX OFFICE				
OFFICE DEPOT		87.13	473531	
PITNEY BOWES, INC.		84.00	473533	
ACE IMAGEWEAR		23.90	473542	
UNITED STATES POSTAL SERVICE		565.09	473582	760.12*
COUNTY HUMAN RESOURCES				
UNITED STATES POSTAL SERVICE		37.45	473582	37.45*
AUDITOR'S OFFICE				
OFFICE DEPOT		202.81	473531	
UNITED STATES POSTAL SERVICE		14.07	473582	216.88*
COUNTY CLERK				
KIRKSEY'S SPRINT PRINTING		118.00	473524	
OFFICE DEPOT		23.98	473531	
UNITED STATES POSTAL SERVICE		357.88	473582	
RICOH USA INC		291.12	473638	790.98*
COUNTY JUDGE				
LAIRON DOWDEN, JR.		500.00	473510	
JAN GIROUARD & ASSOCIATES LLC		200.00	473652	700.00*
RISK MANAGEMENT				
UNITED STATES POSTAL SERVICE		9.74	473582	9.74*
COUNTY TREASURER				
UNITED STATES POSTAL SERVICE		77.45	473582	77.45*
PRINTING DEPARTMENT				
PARKER BUSINESS FORMS		2,471.51	473620	2,471.51*
PURCHASING DEPARTMENT				
BEAUMONT ENTERPRISE		73.30	473512	
OFFICE DEPOT		136.38	473531	
UNITED STATES POSTAL SERVICE		5.96	473582	215.64*
GENERAL SERVICES				
B&L MAIL PRESORT SERVICE		1,364.93	473497	
BOSWORTH PAPER		1,575.00	473499	
CASH ADVANCE ACCOUNT		25.00	473523	
TIME WARNER COMMUNICATIONS		2,442.76	473554	
TRIANGLE COMPUTER & TELEPHONE		25.00	473558	
ADVANCED STAFFING		78.00	473564	
TOWER COMMUNICATIONS, INC.		2,517.00	473579	
SEPS INC		1,231.10	473633	
EMERGENCY POWER SERVICE		1,500.00	473634	10,758.79*
DATA PROCESSING				
DLT SOLUTIONS LLC		1,105.21	473496	
DELL MARKETING L.P.		9,415.88	473509	
SHI GOVERNMENT SOLUTIONS, INC.		622.95	473587	
HELPSYSTEMS LLC		3,962.29	473659	15,106.33*
VOTERS REGISTRATION DEPT				
UNITED STATES POSTAL SERVICE		124.22	473582	124.22*
ELECTIONS DEPARTMENT				

PGM: GMCOMMV2	DATE 07-21-2020	PAGE: 3
NAME	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE	39.00	473582
DISTRICT ATTORNEY		39.00*
OFFICE DEPOT	14.18	473531
UNITED STATES POSTAL SERVICE	106.23	473582
THOMSON REUTERS-WEST	404.25	473642
DISTRICT CLERK		524.66*
DELL MARKETING L.P.	876.32	473509
OFFICE DEPOT	36.97	473531
UNITED STATES POSTAL SERVICE	424.49	473582
SHI GOVERNMENT SOLUTIONS, INC.	263.58	473587
CRIMINAL DISTRICT COURT		1,601.36*
DAVID W BARLOW	4,375.00	473498
MARSHA NORMAND	8,750.00	473529
KEVIN S. LAINE	2,437.50	473565
UNITED STATES POSTAL SERVICE	19.07	473582
ALEX BILL III	800.00	473628
58TH DISTRICT COURT		16,381.57*
SOUTHEAST TEXAS WATER	29.95	473546
UNITED STATES POSTAL SERVICE	.42	473582
60TH DISTRICT COURT		30.37*
SIERRA SPRING WATER CO. - BT	33.78	473585
136TH DISTRICT COURT		33.78*
LEXIS-NEXIS	76.00	473583
172ND DISTRICT COURT		76.00*
LEXIS-NEXIS	80.00	473583
252ND DISTRICT COURT		80.00*
DAVID W BARLOW	4,375.00	473498
MIKE VAN ZANDT	8,750.00	473560
KEVIN S. LAINE	2,437.50	473565
UNITED STATES POSTAL SERVICE	35.21	473582
ALLEN PARKER	8,750.00	473621
BRITTANIE HOLMES	8,750.00	473637
THOMAS WILLIAM KELLEY	8,750.00	473667
279TH DISTRICT COURT		41,847.71*
OFFICE DEPOT	52.09	473531
NATHAN REYNOLDS, JR.	200.00	473536
CHARLES ROJAS	100.00	473571
JOEL WEBB VAZQUEZ	400.00	473597
KIMBERLY PHELAN, P.C.	200.00	473602
P DEAN BRINKLEY	400.00	473625
317TH DISTRICT COURT		1,352.09*
CHARLES ROJAS	150.00	473571
TONYA CONNELL TOUPS	700.00	473613
RONALD PLESSALA	700.00	473616
MATUSKA LAW FIRM	150.00	473643
JUSTICE COURT-PCT 1 PL 1		1,700.00*
UNITED STATES POSTAL SERVICE	21.09	473582
JUSTICE COURT-PCT 1 PL 2		21.09*
OFFICE DEPOT	1,316.56	473531

PGM: GMCOMMV2	DATE 07-21-2020	AMOUNT	CHECK NO.	PAGE: 4 175 TOTAL
NAME				
UNITED STATES POSTAL SERVICE	6.90	473582		
JUSTICE COURT-PCT 2				1,323.46*
POSTMASTER	2,590.00	473534		
JUSTICE COURT-PCT 4				2,590.00*
AT&T	81.14	473548		
JUSTICE COURT-PCT 6				81.14*
UNITED STATES POSTAL SERVICE	26.41	473582		
JUSTICE COURT-PCT 7				26.41*
BEAUMONT ENTERPRISE	30.90	473513		
COUNTY COURT AT LAW NO. 2				30.90*
UNITED STATES POSTAL SERVICE	3.35	473582		
COUNTY COURT AT LAW NO. 3				3.35*
THOMAS J. BURBANK PC	250.00	473501		
OFFICE DEPOT	18.91	473531		
NATHAN REYNOLDS, JR.	250.00	473536		
CHARLES ROJAS	250.00	473571		
UNITED STATES POSTAL SERVICE	3.35	473582		
JARED GILTHORPE	1,000.00	473644		
MEDIATION CENTER				1,772.26*
UNITED STATES POSTAL SERVICE	2.12	473582		
SHERIFF'S DEPARTMENT				2.12*
CITY OF NEDERLAND	20.65	473504		
MCNEILL INSURANCE AGENCY	71.00	473526		
MOORMAN & ASSOCIATES, INC.	340.00	473527		
OFFICE DEPOT	1,415.02	473531		
AT&T	134.04	473548		
TDCAA BOOK ORDERS	218.00	473552		
MOTOROLA SOLUTIONS INC	384,585.30	473567		
UNITED STATES POSTAL SERVICE	522.19	473582		
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	473588		
FIVE STAR FEED	114.20	473593		
RITA HURT	275.00	473632		
INDUSTRIAL & COMMERCIAL MECHANICAL	6,620.00	473635		
TRANSUNION RISK AND ALTERNATIVE	579.00	473648		
REPUBLIC SERVICES	45.00	473650		
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	250.00	473653		
FANNETT VETERINARY CLINIC	50.00	473662		
CRIME LABORATORY				395,309.30*
FISHER SCIENTIFIC	102.92	473516		
SOUTHEAST TEXAS WATER	79.90	473547		
THREADS	314.00	473578		
AFDAA	240.00	473586		
CAYMAN CHEMICAL COMPANY	231.00	473622		
LIPOMED	161.00	473624		
LABSOURCE	75.41	473651		
STERICYCLE, INC	70.00	473663		
C&B MICROSCOPE SERVICE	660.00	473678		
JAIL - NO. 2				1,934.23*
COASTAL WELDING SUPPLY	85.50	473506		
AT&T	1,418.32	473548		
WALMART COMMUNITY BRC	111.50	473580		
MATERA PAPER COMPANY INC	5,414.87	473641		
REPUBLIC SERVICES	3,323.43	473650		
JUVENILE PROBATION DEPT.				10,353.62*

PGM: GMCOMMV2	DATE 07-21-2020		PAGE: 5 176 TOTAL
NAME	AMOUNT	CHECK NO.	
UNITED STATES POSTAL SERVICE	5.33	473582	
CHARITY HIGHTOWER	72.45	473661	
			77.78*
JUVENILE DETENTION HOME			
S.E. TEXAS BUILDING SERVICE	2,600.00	473544	
FLOWERS FOODS	107.45	473594	
BEN E KEITH FOODS	4,186.04	473596	
ATTABOY TERMITE & PEST CONTROL	70.00	473619	
REPUBLIC SERVICES	704.70	473650	
STERICYCLE, INC	35.00	473663	
			7,703.19*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	17.59	473582	
			17.59*
CONSTABLE-PCT 4			
AT&T	40.57	473548	
DISH NETWORK	67.63	473608	
			108.20*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	13.83	473582	
			13.83*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,040.00	473505	
UNITED STATES POSTAL SERVICE	102.02	473582	
STERICYCLE, INC	105.00	473663	
			1,247.02*
HEALTH AND WELFARE NO. 2			
BROUSSARD'S MORTUARY	1,500.00	473500	
			1,500.00*
NURSE PRACTITIONER			
LESLIE RIGGS	1,131.00	473646	
STERICYCLE, INC	35.00	473663	
			1,166.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	2,675.57	473589	
S&M FAMILY OUTLET	803.37	473591	
ROSS DRESS FOR LESS, INC.	1,661.46	473607	
			5,140.40*
ENVIRONMENTAL CONTROL			
JACKSON-HIRSH, INC.	102.83	473521	
OFFICE DEPOT	24.53	473531	
			127.36*
INDIGENT MEDICAL SERVICES			
PRECISION DYNAMICS CORP.	1,269.27	473535	
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	473614	
			5,042.27*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	473576	
			150.00*
MAINTENANCE-BEAUMONT			
M&D SUPPLY	258.40	473525	
RALPH'S INDUSTRIAL ELECTRONICS	474.10	473538	
SANITARY SUPPLY, INC.	739.48	473539	
ACE IMAGEWEAR	189.80	473542	
S.E. TEXAS BUILDING SERVICE	25,381.80	473544	
AT&T	70.22	473548	
FIRETROL PROTECTION SYSTEMS, INC.	285.00	473617	
REPUBLIC SERVICES	2,114.10	473650	
CINTAS CORPORATION	88.32	473654	
			29,601.22*
MAINTENANCE-PORT ARTHUR			

PGM: GMCOMMV2	DATE 07-21-2020	PAGE: 6
NAME	AMOUNT	CHECK NO. TOTAL
ENTERGY	5,229.96	473517
WES VICE HARDWOODS & SUPPLY INC	139.15	473676
		5,369.11*
MAINTENANCE-MID COUNTY		
ACE IMAGEWEAR	71.54	473542
S.E. TEXAS BUILDING SERVICE	4,008.33	473544
TIME WARNER COMMUNICATIONS	47.00	473556
W. JEFFERSON COUNTY M.W.D.	76.60	473561
REPUBLIC SERVICES	92.10	473650
		4,295.57*
SERVICE CENTER		
SPIDLE & SPIDLE	6,675.22	473493
J.K. CHEVROLET CO.	515.96	473520
PHILPOTT MOTORS, INC.	117.37	473532
BITTER @ HOME	188.26	473537
AT&T	67.02	473548
VIN'S PAINT & BODY, INC.	2,504.85	473566
JEFFERSON CTY. TAX OFFICE	7.50	473574
VOYAGER FLEET SYSTEM, INC.	10,651.77	473592
BUMPER TO BUMPER	1,084.44	473598
AIRPORT GULF TOWING LLC	125.00	473603
MIGHTY OF SOUTHEAST TEXAS	192.65	473630
ADVANCE AUTO PARTS	854.46	473639
REPUBLIC SERVICES	122.69	473650
CINTAS CORPORATION	126.12	473654
		23,233.31*
VETERANS SERVICE		
OFFICE DEPOT	79.99	473531
UNITED STATES POSTAL SERVICE	2.22	473582
		77.77*
		593,198.61**
MOSQUITO CONTROL FUND		
DYNAMIC POWER SYSTEM, INC.	325.14	473511
MUNRO'S	80.79	473528
UNITED PARCEL SERVICE	12.46	473559
ONSITE AVIONICS LLC	17,000.00	473645
REPUBLIC SERVICES	122.69	473650
TARGET SPECIALTY PRODUCTS	13,849.20	473656
O'REILLY AUTO PARTS	37.32	473664
AIRGAS USA, LLC	362.92	473665
		31,790.52**
FEMA EMERGENCY		
SANITARY SUPPLY, INC.	188.08	473540
S.E. TEXAS BUILDING SERVICE	6,400.00	473545
VERIZON WIRELESS	221.90	473576
BIOREFERENCE LABORATORIES INC	117,780.00	473629
SAF-T-BOX	120.25	473658
JORDYN ROBERTS	375.00	473677
TAMMY LYN SAIN	360.00	473679
		125,445.23**
J.C. FAMILY TREATMENT		
BEAUMONT OCCUPATIONAL SERVICE, INC.	69.90	473588
		69.90**
SECURITY FEE FUND		
MOTOROLA SOLUTIONS INC	11,666.64	473567
IDENTISYS	465.00	473610
		12,131.64**
LAW LIBRARY FUND		
THOMSON REUTERS-WEST	2,068.76	473642
		2,068.76**
EMPG GRANT		
TRIANGLE BLUE PRINT CO., INC.	1,169.00	473557
VERIZON WIRELESS	135.99	473576
		1,304.99**
JUVENILE PROB & DET. FUND		

PGM: GMCOMMV2	DATE 07-21-2020	PAGE: 7
NAME	AMOUNT	CHECK NO. TOTAL
TCSI, LLC	5,930.70	473680 5,930.70**
GRANT A STATE AID		
BI INCORPORATED	135.00	473572
GRAYSON COUNTY DEPT OF JUVENILE	11,861.40	473647 11,996.40**
COMMUNITY SUPERVISION FND		
OFFICE DEPOT	330.60	473531
TIME WARNER COMMUNICATIONS	113.17	473555
UNITED STATES POSTAL SERVICE	168.84	473582
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	473614
JCCSC	925.00	473627 8,502.61**
JEFF. CO. WOMEN'S CENTER		
M&D SUPPLY	26.36	473525
AT&T	144.02	473548
SYSCO FOOD SERVICES, INC.	339.44	473551
TIME WARNER COMMUNICATIONS	41.50	473553
VINCENT'S A/C	339.99	473577
BEN E KEITH FOODS	325.11	473595
SAM'S CLUB DIRECT	47.90	473636
REPUBLIC SERVICES	150.26	473650
STERICYCLE, INC	35.00	473663 1,449.58**
DRUG DIVERSION PROGRAM		
OFFICE DEPOT	249.95	473531 249.95**
DRUG INTERVENTION COURT		
CORRECTIONAL COUNSELING, INC.	543.95	473492 543.95**
HOTEL OCCUPANCY TAX FUND		
AL COOK NURSERY	115.14	473507
MUNRO'S	166.01	473528
UNITED STATES POSTAL SERVICE	.50	473582
DISH NETWORK	128.64	473609
REPUBLIC SERVICES	122.69	473650
VICTORIA RHODES	213.90	473671
A-1 NATIONAL FIRE CO	401.00	473673 1,147.88**
AIRPORT FUND		
TEEX	2,450.00	473494
FJORD AVIATION FUELING	303.28	473495
ENTERGY	1,524.21	473519
AT&T	608.97	473549
UNITED STATES POSTAL SERVICE	2.93	473582
LOWE'S HOME CENTERS, INC.	293.58	473590
EQUIPMENT DEPOT	356.00	473605
PAX SUPPLY	227.85	473611
ATTABOY TERMITE & PEST CONTROL	118.50	473619
REPUBLIC SERVICES	440.67	473650
CY-FAIR TIRE	91.32	473669 6,417.31**
SE TX EMP. BENEFIT POOL		
GROUP ADMINISTRATIVE CONCEPTS INC	936.00	473626
EXPRESS SCRIPTS INC	62,602.61	473660 63,538.61**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	473635
REPUBLIC SERVICES	365.00	473650 2,017.00**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	5,751.69	473600
TRISTAR RISK MANAGEMENT	9,755.97	473601 15,507.66**
INDIGENT FILING FEE		

PGM: GMCOMMV2	DATE 07-21-2020		PAGE: 8
NAME	AMOUNT	CHECK NO.	TOTAL 179
JUSTICE OF THE PEACE, PCT. 2	11.00	473569	11.00**
ELECTRONIC FILING FEE			
JUSTICE OF THE PEACE, PCT. 2	10.00	473569	10.00**
DA SPECIAL CRIMES GRANT			
DALLAS CHILDRENS ADVOCACY CENTER	3,300.00	473508	3,300.00**
MARINE DIVISION			
ENTERGY	576.21	473517	
JACK BROOKS REGIONAL AIRPORT	69.30	473522	
OFFICE DEPOT	53.26	473531	
RITTER @ HOME	63.94	473537	
AT&T	86.68	473548	
SUN COAST RESOURCES, INC.	873.98	473550	
MOTOROLA SOLUTIONS INC	54,385.80	473567	
ADVANCED SYSTEMS & ALARM SERVICES,	392.50	473570	
VERIZON WIRELESS	531.86	473575	
SIERRA SPRING WATER CO. - BT	114.92	473584	
BUMPER TO BUMPER	49.86	473598	
THE DINGO GROUP-PETE JORGENSEN MARI	2,742.36	473612	
NIGHT FLIGHT CONCEPTS INC	370.00	473631	
VECTOR SECURITY	39.95	473657	
KENNETH ROACH	125.00	473668	
BOEING DISTRIBUTION, INC	600.26	473681	
			61,075.88**
			1,103,888.21***

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: JULY 13, 2020

The following budget transfer for the Beaumont Maintenance is necessary for the capital items as discussed during budget hearings:

120-6083-416-6003	Capital – Building	
	Courthouse	\$100,000
120-6083-416-1036	Painters	\$40,000
120-6083-416-1072	Maintenance Crew	\$60,000

**Jefferson County
Precinct #3**

Memo

To: Fran Lee
From: Kimberly Doyle
CC: Michael Sinegal
Date: July 16, 2020
Re: Accounts Transfer

Fran please transfer money from the following accounts and put it in to
Account #113-0302-431-1005 Extra Help

(1.) 113-0305-431-3037 Gasoline \$10,000.00

(2.) 113-0302-431-3080 Cover Stone \$ 5,000.00

Totaling \$15,000.00

Also please transfer money from these accounts and put in to
Account #113-0308-431-60-14 Buildings & Structures.

(1.) 113-0302-431-3015 Cement, Concrete Etc. \$ 3,688.00

(2.) 113-0302-431-3080 Cover Stone \$ 1,312.00

Totaling \$5,000.00

If you have any questions please give me a call (409) 736-2851

Thank You


Kimberly Doyle
Precinct #3

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2020



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

July 16, 2020

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Eddie Arnold
Commissioner Brent Weaver
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2020 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the month ending June 30, 2020 is \$119,212,467. Budgeted Revenues are \$129,200,995 leaving \$9,988,528 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$86,341,494 for the nine months of the year. This amount represents 98% of the budgeted amount of \$88,173,899.

Sales Taxes:

Eighty-one percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$25,700,000.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits have exceeded the budgeted amount of \$422,500 by \$132,143.

Intergovernmental:

Eighty-one percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,151,416.

Fees:

Seventy-eight percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,187,180 for the year.

Fines and Forfeitures:

Sixty-three percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,700,000.

Interest:

Eighty-two percent of revenue from Interest have been collected. Revenues from Interest are budgeted to be \$839,000.

Other Revenues:

Revenue from Other Revenues have exceeded the budgeted amount of \$27,000 by \$1,173.

Expenditures:

Overall for the County's budgeted funds, seventy-one percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$138,282,329, which includes General Funds and debt service funds, excluding budgeted transfers of \$4,472,191 for the fiscal year ending September 30, 2020.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read 'PS', with a long horizontal stroke extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
 FINANCIAL & OPERATING
 STATEMENTS - COUNTY FUNDS ONLY
 FOR THE MONTH ENDING JUNE 30, 2020
TABLE OF CONTENTS

	<u>PAGE</u>
Consolidated Balance Sheet	1
Statement of Changes in Fund Balances	2
Statement of Revenues by Category - Compared with Budget Allocation	3
Statement of Revenues - Compared with Budget Allocation	4-5
Statement of Expenditures - Compared with Budget Allocation – 75% Budget Expended	6
Statement of Expenditures - Compared with Budget Allocation	7-8
Statement of Bonded Indebtedness	9
Statement of Transfers In and Out	10
Statement of Comp Time Liability	11-12

Jefferson County, Texas
Consolidated Balance Sheet
For the Month Ending June 30, 2020

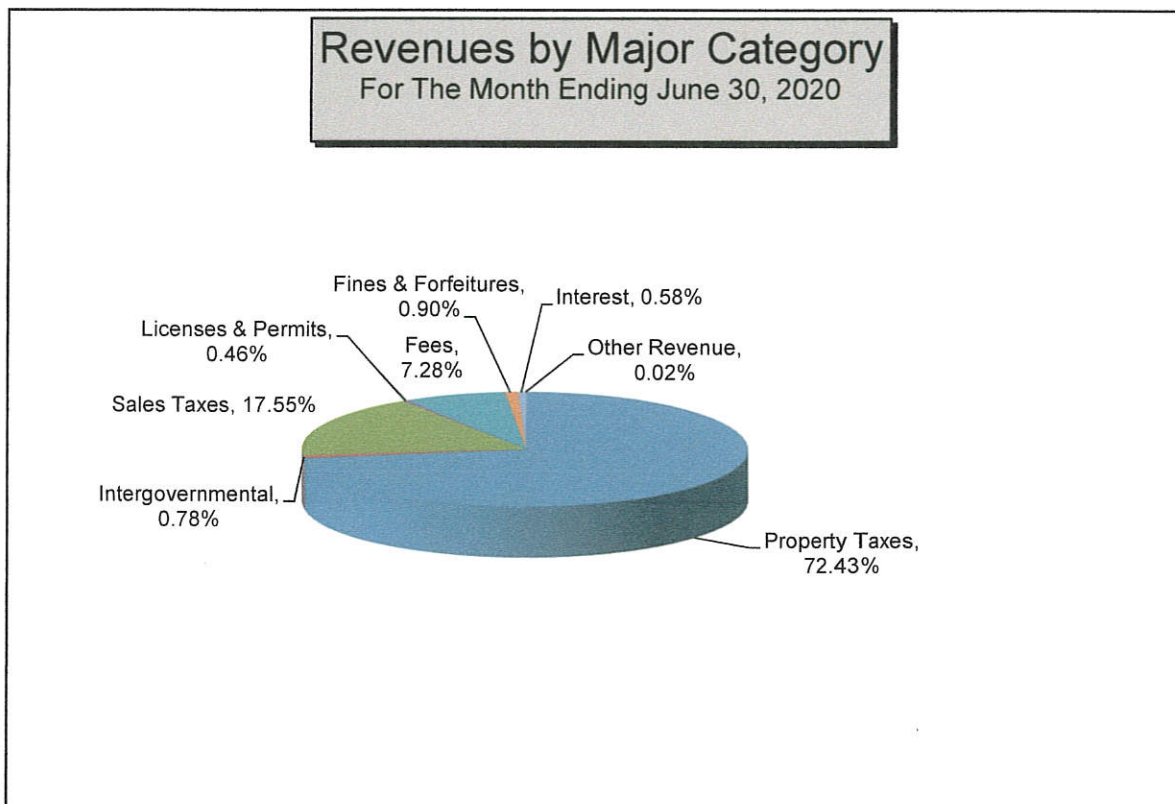
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 76,160,059	16,156,539	7,772,225	5,032,124	(898,526)	1,405,348	\$ 105,627,769
Receivables & Prepaids	5,717,494	1,632	-	288,044	128,809	-	6,135,979
Intergovernmental Receivables	4,355,808	-	-	-	-	-	4,355,808
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	469,867	66,893	-	-	127,578	-	664,338
Other Assets	-	-	-	-	79,681,360	-	79,681,360
Total Assets	\$ <u>86,853,228</u>	\$ <u>16,225,064</u>	\$ <u>7,772,225</u>	\$ <u>5,320,168</u>	\$ <u>79,039,221</u>	\$ <u>1,405,348</u>	\$ <u>196,615,254</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,686,211	1,461,816	-	-	1,681,290	2,182,039	\$ 10,011,356
Intergovernmental Payables	360	-	-	-	40	-	400
Due To Other Funds	-	-	-	-	-	-	-
Other Liabilities	9,169,613	634,010	-	278,615	747,468	-	10,829,706
Fund Balance/Equity	<u>72,997,044</u>	<u>14,129,238</u>	<u>7,772,225</u>	<u>5,041,553</u>	<u>76,610,423</u>	<u>(776,691)</u>	<u>175,773,792</u>
Total Liabilities and Fund Balance/Equity	\$ <u>86,853,228</u>	\$ <u>16,225,064</u>	\$ <u>7,772,225</u>	\$ <u>5,320,168</u>	\$ <u>79,039,221</u>	\$ <u>1,405,348</u>	\$ <u>196,615,254</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2020

	5/31/2020	Month Ending June 30, 2020				6/30/2020
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	\$ 389,357	\$ 6,579	\$ 15,187	\$ -	\$ -	\$ 380,749
Road & Bridge Pct. 1	3,980,416	671,317	116,582	-	-	4,535,151
Road & Bridge Pct. 2	511,913	566,127	140,146	-	-	937,894
Road & Bridge Pct. 3	145,056	501,545	145,355	-	-	501,246
Road & Bridge Pct. 4	2,675,777	622,251	143,531	-	-	3,154,497
Engineering Fund	411,365	6,850	74,370	-	-	343,845
Parks & Recreation	200,655	7,365	8,211	-	-	199,809
General Fund	63,267,081	3,789,215	8,450,902	(454,084)	-	58,151,310
Mosquito Control Fund	1,545,318	10,794	152,134	-	-	1,403,978
Tobacco Settlement Fund	3,387,426	1,139	-	-	-	3,388,565
Total General Funds	76,514,364	6,183,182	9,246,418	(454,084)	-	72,997,044
Total Special Revenue Funds	12,836,061	2,711,587	1,872,494	454,084	-	14,129,238
Total Capital Project Funds	9,045,197	346,901	1,619,873	-	-	7,772,225
Total Debt Service Funds	5,010,378	31,175	-	-	-	5,041,553
Total Enterprise Funds	76,774,049	110,098	273,724	-	-	76,610,423
Total Internal Service Funds	(1,180,570)	2,065,487	1,661,608	-	-	(776,691)
Total Balances	\$ <u>178,999,479</u>	\$ <u>11,448,430</u>	\$ <u>14,674,117</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>175,773,792</u>

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2020

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 86,341,494	\$ 88,173,899	\$ 1,832,405	2.08%
Sales Taxes	20,917,725	25,700,000	4,782,275	18.61%
Licenses & Permits	554,643	422,500	(132,143)	-31.28%
Intergovernmental	929,259	1,151,416	222,157	19.29%
Fees	8,676,638	11,187,180	2,510,542	22.44%
Fines & Forfeitures	1,078,504	1,700,000	621,496	36.56%
Interest	686,031	839,000	152,969	18.23%
Other Revenue	28,173	27,000	(1,173)	-4.34%
	<u>\$ 119,212,467</u>	<u>\$ 129,200,995</u>	<u>\$ 9,988,528</u>	<u>7.73%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending June 30, 2020

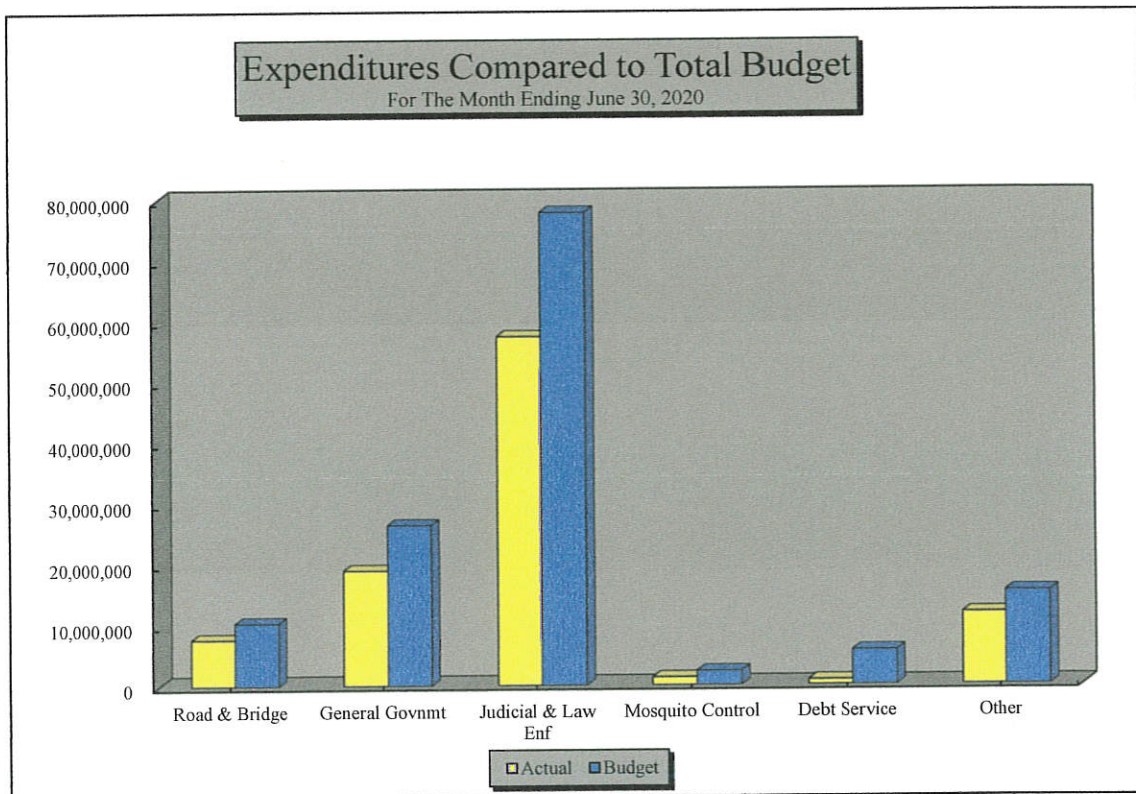
	October 2019								Cumulative		Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance		
Jury Fund												
Current Taxes	\$ 59,516	\$ 199,427	\$ 74,543	\$ 4,000	\$ 1,123	\$ 1,366	\$ 1,600	\$ 341,575	\$ 362,437	\$ 20,862		
Delinquent Taxes	330	823	77	138	53	108	98	1,627	1,454	(173)		
Jury Fees	10,270	3,858	4,477	5,224	5,274	3,970	4,881	37,954	55,000	17,046		
Other Revenue	38,625	-	114	13,498	160	-	-	52,397	100,500	48,103		
Road & Bridge Pct. 1												
Current Taxes	109,751	367,755	137,463	7,377	2,070	2,519	2,951	629,886	668,355	38,469		
Delinquent Taxes	1,575	3,932	370	658	253	514	469	7,771	6,948	(823)		
Intergovernmental Revenue	1,911	-	-	-	-	-	-	1,911	-	(1,911)		
Auto Registration Fees	1	79,976	-	-	-	-	571,746	651,723	656,880	5,157		
Road & Bridge Fees	116,479	58,781	39,377	48,465	19,839	27,953	88,816	399,710	588,455	188,745		
Sales, Rentals & Services	-	1,200	390	-	400	-	-	1,990	-	(1,990)		
Fines and Forfeitures	45,704	21,523	25,795	33,420	24,931	8,512	7,335	167,220	273,700	106,480		
Road & Bridge Pct. 2												
Current Taxes	96,078	321,937	120,336	6,458	1,812	2,205	2,583	551,409	585,085	33,676		
Delinquent Taxes	1,462	3,651	343	611	235	477	435	7,214	6,451	(763)		
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-		
Auto Registration Fees	-	75,094	-	-	-	-	495,430	570,524	575,040	4,516		
Road & Bridge Fees	108,146	54,576	36,561	44,998	18,420	25,953	61,258	349,912	515,140	165,228		
Sales, Rentals & Services	-	-	-	-	2,500	-	-	2,500	-	(2,500)		
Fines and Forfeitures	40,010	18,842	22,581	29,257	21,825	7,451	6,421	146,387	239,600	93,213		
Road & Bridge Pct. 3												
Current Taxes	86,334	289,286	108,131	5,803	1,628	1,981	2,321	495,484	525,746	30,262		
Delinquent Taxes	1,346	3,361	316	563	217	439	401	6,643	5,938	(705)		
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-		
Auto Registration Fees	-	68,346	-	-	-	-	444,316	512,662	516,720	4,058		
Road & Bridge Fees	99,542	50,234	33,651	41,418	16,954	23,888	48,737	314,424	462,895	148,471		
Sales, Rentals & Services	-	-	-	268	-	-	-	268	-	(268)		
Fines and Forfeitures	35,952	16,931	20,292	26,289	19,611	6,696	5,770	131,541	215,300	83,759		
Road & Bridge Pct. 4												
Current Taxes	108,829	364,665	136,307	7,315	2,053	2,498	2,926	624,593	662,738	38,145		
Delinquent Taxes	1,740	4,345	409	727	280	568	518	8,587	7,677	(910)		
Intergovernmental Revenue	-	-	-	-	-	-	-	-	8,000	8,000		
Auto Registration Fees	1	87,532	-	-	-	-	558,713	646,246	651,360	5,114		
Road & Bridge Fees	128,707	64,952	43,511	53,553	21,921	30,888	52,821	396,353	583,510	187,157		
Sales, Rentals & Services	473	605	(1,295)	100	-	500	-	383	-	(383)		
Fines and Forfeitures	45,315	21,341	25,576	33,137	24,719	8,439	7,273	165,800	271,400	105,600		
Other Revenue	-	-	-	-	-	-	-	-	-	-		

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending June 30, 2020

	October 2019									Cumulative		Annual		Unrealized
	-December	January	February	March	April	May		June		Total		Budget		Balance
Engineering Fund														
Current Taxes	\$ 165,657	\$ 555,081	\$ 207,482	\$ 11,135	\$ 3,124	\$ 3,802	\$	4,454	\$	950,735	\$	1,008,799	\$	58,064
Delinquent Taxes	2,404	6,005	565	1,005	387	785		716		11,867		10,610		(1,257)
Licenses and Permits	1,110	-	100	1,550	100	-		1,680		4,540		1,500		(3,040)
Sales, Rentals & Services	200	-	-	400	-	200		-		800		200		(600)
Parks & Recreation														
Current Taxes	11,589	38,834	14,516	779	219	266		312		66,515		70,576		4,061
Delinquent Taxes	151	375	35	63	24	49		45		742		663		(79)
Sales, Rentals & Services	21,226	7,266	7,049	6,381	4,811	8,103		7,008		61,844		70,200		8,356
General Fund														
Current Taxes	9,835,908	47,249,811	16,433,533	881,904	(865,057)	301,121		352,782		74,190,002		75,617,246		1,427,244
Delinquent Taxes	200,737	501,291	47,158	83,913	32,308	65,541		59,769		990,717		885,717		(105,000)
Sales Taxes	2,927,640	3,014,458	3,694,369	2,821,995	2,752,528	2,886,795		2,819,940		20,917,725		25,700,000		4,782,275
Other Taxes	-	38	-	-	-	9,101		19,034		28,173		27,000		(1,173)
Licenses and Permits	314,117	64,136	39,305	37,509	45,051	19,610		30,375		550,103		421,000		(129,103)
Intergovernmental Revenue	154,207	22,719	26,507	103,319	402,744	26,566		138,889		874,951		1,042,916		167,965
Fees of Office	938,686	328,530	393,663	342,035	339,914	179,464		216,917		2,739,209		4,118,315		1,379,106
Other Sales, Rentals & Svcs.	1,205,096	(214,406)	318,027	163,284	970,006	(545,023)		93,152		1,990,136		2,393,465		403,329
Fines & Forfeitures	123,588	38,971	54,371	39,596	102,847	70,789		37,394		467,556		700,000		232,444
Interest	130,894	72,486	95,424	127,586	103,257	65,118		20,963		615,728		775,000		159,272
Other Revenue	-	-	-	-	-	-		-		-		-		-
Mosquito Control Fund														
Current Taxes	344,540	1,154,484	431,531	23,158	6,498	7,907		9,263		1,977,381		2,098,148		120,767
Delinquent Taxes	5,141	12,837	1,208	2,149	827	1,678		1,531		25,371		22,682		(2,689)
Sales, Rentals & Services	-	-	-	-	-	-		-		-		-		-
Tobacco Settlement Fund														
Interest	7,736	2,870	3,319	4,673	7,248	5,608		1,139		32,593		30,000		(2,593)
Debt Service														
Current Taxes	938,486	3,144,675	1,175,438	63,080	17,700	21,537		25,233		5,386,149		5,574,769		188,620
Delinquent Taxes	15,393	30,277	3,702	5,856	2,301	5,446		4,251		67,226		51,860		(15,366)
Interest	2,340	3,134	4,786	6,835	10,644	8,280		1,691		37,710		34,000		(3,710)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-		-		-		-		-
Total	\$ 18,484,943	\$ 58,216,845	\$ 23,781,413	\$ 5,091,482	\$ 4,123,759	\$ 3,299,668	\$	\$ 6,214,357	\$	119,212,467	\$	129,200,995	\$	9,988,528

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2020

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 285,949	\$ 465,044	\$ 179,095	38.51%
Road & Bridge Funds	6,960,582	9,126,093	2,165,511	23.73%
Engineering Fund	687,044	1,094,887	407,843	37.25%
Parks & Recreation Fund	77,555	220,266	142,711	64.79%
General Fund:				
General Government	19,098,525	26,514,759	7,416,234	27.97%
Judicial	14,335,963	20,374,111	6,038,148	29.64%
Law Enforcement	42,786,775	56,952,505	14,165,730	24.87%
Education	298,019	440,459	142,440	32.34%
Health & Welfare	7,266,964	8,936,520	1,669,556	18.68%
Maintenance	2,928,190	4,254,567	1,326,377	31.18%
Other	1,264,305	1,689,743	425,438	25.18%
Mosquito Control Fund	1,308,411	2,343,725	1,035,314	44.17%
Tobacco Settlement	150,000	150,000	-	-
Debt Service Funds	798,145	5,719,650	4,921,505	86.05%
	<u>\$ 98,246,427</u>	<u>\$ 138,282,329</u>	<u>\$ 40,035,902</u>	<u>28.95%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending June 30, 2020

	October 2019								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 146,719	\$ 26,892	\$ 17,318	\$ 33,506	\$ 15,288	\$ 24,537	\$ 15,187	\$ 6,502	\$ 285,949	\$ 465,044	\$ 179,095
Road & Brdg Pct. 1	345,838	102,827	100,358	118,298	143,610	218,078	116,582	98,960	1,244,551	1,696,692	452,141
Road & Brdg Pct. 2	642,236	123,584	112,608	179,234	115,571	243,017	140,146	200,924	1,757,320	2,272,909	515,589
Road & Brdg Pct. 3	630,662	131,235	125,407	162,498	207,835	182,699	145,355	182,354	1,768,045	2,363,134	595,089
Road & Brdg Pct. 4	642,537	466,500	120,669	234,177	204,153	222,455	143,531	156,644	2,190,666	2,793,358	602,692
Engineering	227,590	67,553	68,918	68,809	67,931	100,632	74,370	11,241	687,044	1,094,887	407,843
Parks & Recreation	11,288	7,489	9,288	6,971	9,217	9,080	8,211	16,011	77,555	220,266	142,711
Tax Assessor/Coll.	1,074,485	315,762	303,624	304,605	297,586	436,812	301,945	5,221	3,040,040	4,333,989	1,293,949
Human Resources	117,930	36,308	34,947	40,071	36,047	50,743	34,876	3,082	354,004	481,401	127,397
County Auditor	449,636	114,824	115,195	116,686	116,780	173,184	116,244	327	1,202,876	1,620,041	417,165
County Clerk	602,299	173,767	165,171	168,359	168,634	240,309	160,621	15,182	1,694,342	2,480,318	785,976
County Judge	237,118	77,115	67,480	74,734	68,050	104,048	69,115	452	698,112	985,072	286,960
Risk Management	72,625	21,825	21,144	21,043	20,942	31,324	21,417	122	210,442	277,738	67,296
County Treasurer	106,824	30,988	31,208	32,379	30,652	45,323	30,255	-	307,629	418,310	110,681
Printing Department	36,026	10,975	10,779	10,673	10,663	12,709	10,528	14,365	116,718	177,280	60,562
Purchasing Department	155,802	44,385	44,368	48,897	43,816	66,109	47,054	7,738	458,169	608,991	150,822
General Services	2,948,114	812,566	1,556,946	652,027	915,369	657,436	905,972	95,037	8,543,467	11,663,648	3,120,181
MIS	602,876	148,738	156,829	144,290	146,744	229,173	164,110	47,996	1,640,756	2,333,984	693,228
Voter's Registration	71,275	5,956	10,843	8,800	6,831	7,112	11,897	-	122,714	197,559	74,845
Elections	321,273	(15,598)	46,786	50,853	177,728	56,710	38,364	33,140	709,256	936,428	227,172
District Attorney	1,782,089	489,993	533,671	535,529	511,560	772,821	539,966	44,531	5,210,160	7,323,462	2,113,302
District Clerk	552,216	159,188	159,326	159,640	157,190	232,396	159,163	13,655	1,592,774	2,120,765	527,991
Criminal Dist. Court	345,037	116,997	145,987	115,042	127,604	148,278	102,141	444	1,101,530	1,580,079	478,549
58th Dist. Court	77,687	22,805	22,657	23,835	23,253	33,736	22,592	725	227,290	323,182	95,892
60th Dist. Court	82,807	24,313	24,476	24,547	24,303	36,651	24,266	202	241,565	341,846	100,281
136th Dist. Court	82,504	24,987	23,951	26,719	23,954	36,030	24,542	-	242,687	331,927	89,240
172nd Dist. Court	81,691	23,440	23,188	23,677	23,390	33,773	23,110	-	232,269	327,698	95,429
252nd Dist. Court	257,021	93,339	99,847	107,927	71,736	86,590	71,008	328	787,796	1,182,507	394,711
279th Dist. Court	87,918	25,475	32,207	41,324	22,950	34,934	32,791	52	277,651	444,105	166,454
317th Dist. Court	197,318	55,390	62,796	63,372	48,296	72,382	59,473	1,263	560,290	839,993	279,703
J.P. Pct. 1 Pl 1	106,331	30,731	30,947	31,911	30,173	42,877	31,198	241	304,409	413,217	108,808
J.P. Pct. 1 Pl 2	107,750	31,199	31,114	30,643	31,554	45,928	30,872	1,387	310,447	406,326	95,879
J.P. Pct. 2	73,228	23,929	24,350	23,276	22,167	32,019	22,552	-	221,521	368,598	147,077
J.P. Pct. 4	100,799	29,247	29,648	29,771	29,623	43,831	30,544	288	293,751	405,406	111,655
J.P. Pct. 6	103,614	30,455	29,052	28,985	28,919	42,303	28,881	408	292,617	409,105	116,488
J.P. Pct. 7	100,035	30,239	30,798	30,071	30,069	46,998	31,387	80	299,677	404,824	105,147
J.P. Pct. 8	93,457	27,351	27,204	28,557	27,229	41,210	28,723	972	274,703	397,789	123,086
Cnty. Court at Law 1	135,768	39,969	39,888	39,867	39,763	59,442	40,251	80	395,028	531,051	136,023
Cnty. Court at Law 2	142,606	36,985	38,994	46,264	43,814	66,052	46,887	2,778	424,380	646,878	222,498
Cnty. Court at Law 3	205,386	56,530	63,644	66,369	56,917	82,303	57,883	317	589,349	795,187	205,838
Court Master	115,820	33,701	33,579	25,111	22,321	31,597	23,975	93	286,197	504,015	217,818

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending June 30, 2020

	October 2019								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 63,015	\$ 21,498	\$ 19,676	\$ 18,291	\$ 13,151	\$ 19,598	\$ 13,258	\$ 1,385	\$ 169,872	\$ 276,151	\$ 106,279
Comm. Supervision	1,073	358	676	358	358	459	358	-	3,640	15,540	11,900
Sheriff's Dept.	3,797,275	1,350,688	1,135,012	1,119,717	1,068,978	1,533,357	1,134,215	460,392	11,599,634	15,509,526	3,909,892
Crime Lab	342,880	98,372	106,442	107,396	106,316	149,630	109,131	20,054	1,040,221	1,564,556	524,335
Jail	7,401,284	2,349,936	2,439,174	2,888,791	1,793,019	2,916,504	2,460,815	1,943,096	24,192,619	31,040,701	6,848,082
Juvenile Probation	357,933	104,948	110,044	109,703	109,130	163,021	109,670	4,313	1,068,762	1,755,014	686,252
Juvenile Detention	497,541	158,054	157,397	158,473	140,111	223,264	159,554	56,947	1,551,341	2,323,910	772,569
Constable Pct. 1	214,715	61,322	63,338	64,939	58,393	85,452	62,364	28,968	639,491	847,189	207,698
Constable Pct. 2	119,943	35,495	35,130	35,219	35,399	51,402	36,585	23,670	372,843	520,806	147,963
Constable Pct. 4	156,649	35,339	36,256	35,758	35,313	49,859	33,496	24,130	406,800	554,380	147,580
Constable Pct. 6	191,807	49,697	81,550	50,748	45,878	67,076	44,972	23,500	555,228	702,783	147,555
Constable Pct. 7	128,402	37,025	36,577	37,509	37,089	55,356	37,285	27,756	396,999	534,422	137,423
Constable Pct. 8	125,722	36,651	36,841	36,928	36,640	54,688	36,916	23,511	387,897	523,678	135,781
County Morgue	132,333	75,600	64,913	63,603	81,561	71,025	64,378	17,887	571,300	1,060,000	488,700
Agriculture Ext.	101,414	29,542	32,551	29,961	29,252	43,276	31,161	862	298,019	440,459	142,440
Public Health # 1	331,317	96,144	108,877	101,507	89,160	130,813	114,708	6,301	978,827	1,398,353	419,526
Public Health # 2	323,967	87,824	91,973	96,855	91,066	133,139	99,017	3,949	927,790	1,391,445	463,655
Nurse Practitioner	91,075	24,019	23,856	26,105	23,950	34,952	24,284	9,664	257,905	342,782	84,877
Child Welfare	37,054	5,486	2,407	2,946	6,202	2,727	12,469	-	69,291	120,000	50,709
Env. Control	107,468	30,601	30,346	31,656	30,519	45,428	30,772	100	306,890	433,004	126,114
Ind. Medical Svcs.	341,301	1,902,589	85,848	70,327	125,495	1,890,808	107,467	48,322	4,572,157	4,995,846	423,689
Emergency Mgmt.	53,206	15,508	15,511	15,509	15,510	23,121	15,739	-	154,104	255,090	100,986
Beaumont Maintenance	513,581	172,636	179,482	253,627	175,170	281,628	206,039	251,474	2,033,637	3,009,223	975,586
Port Arthur Maint.	230,643	59,528	49,665	93,621	58,921	71,655	63,853	88,374	716,260	975,482	259,222
Mid-County Maint.	45,985	16,092	14,537	17,450	15,057	17,969	16,907	34,296	178,293	269,862	91,569
Service Center	304,886	76,500	90,576	85,936	55,718	72,241	56,655	281,761	1,024,273	1,251,507	227,234
Veteran Service	83,413	24,518	24,307	24,522	24,033	35,008	24,231	-	240,032	334,591	94,559
Mosquito Control	344,491	264,567	96,724	155,317	94,073	130,117	152,134	70,988	1,308,411	2,343,725	1,035,314
Tobacco Settlement	150,000	-	-	-	-	-	-	-	150,000	150,000	-
Debt Service Funds	-	797,645	-	-	-	500	-	-	798,145	5,719,650	4,921,505
Contingency	-	-	-	-	-	-	-	-	-	103,645	103,645
Total	\$ 30,864,608	\$ 12,128,136	\$ 9,796,896	\$ 9,712,119	\$ 8,595,694	\$ 13,487,714	\$ 9,246,418	\$ 4,414,842	\$ 98,246,427	\$ 138,282,329	\$ 40,035,902

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 2020

Issue	Beginning Amount Outstanding	2019-2020 Requirements				2019-2020 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 24,290,000	\$ 3,620,000	\$ 1,020,000	\$ 4,000	\$ 4,644,000	\$ -	\$ 510,000	\$ 1,900	\$ 511,900	\$ 24,290,000
2019 Certificates of Obligation	15,395,000	500,000	571,650	4,000	1,075,650	-	285,825	420	286,245	15,395,000
	<u>\$ 39,685,000</u>	<u>\$ 4,120,000</u>	<u>\$ 1,591,650</u>	<u>\$ 8,000</u>	<u>\$ 5,719,650</u>	<u>\$ -</u>	<u>\$ 795,825</u>	<u>\$ 2,320</u>	<u>\$ 798,145</u>	<u>\$ 39,685,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending June 30, 2020

	<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	1,218,296 (a)
120	General Fund	-	683,752 (b)
210	Security Fee Fund	425,000 (b)	
237	Community Corrections Program	-	25,306 (a)
239	Drug Diversion Program	25,306 (a)	-
241	Sheriff Department Grants	846 (b)	-
245	Crime Victim's Clearing	111,325 (b)	-
257	Auto Theft Grant	36,890 (b)	-
282	VAWA Fund	27,223 (b)	-
550	SETEC Fund	1,218,296 (a)	-
735	DA Forfeiture Funds	-	16,860 (b)
849	DA Special Crimes Grant	16,860 (b)	-
865	Marine Division		21,981 (b)
876	Sheriff-Spindletop Grant	82,468 (b)	
883	2018 Port Security Grant	21,981 (b)	-
		<u>\$1,966,195</u>	<u>\$1,966,195</u>

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2020

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	223.63	\$ 5,755.53
Road & Bridge # 2	548.68	14,335.89
Road & Bridge # 3	512.44	12,737.23
Road & Bridge # 4	18.25	387.64
Engineering	80.52	2,478.31
Tax Assessor/Collector	304.94	6,686.55
Human Resources	-	-
County Auditor	81.13	2,644.10
County Clerk	236.04	5,260.50
County Judge	72.63	1,989.20
Treasurer	0.01	0.10
Printing	0.55	14.31
Purchasing Department	8.75	194.84
MIS	386.68	11,618.47
Voter Registration	8.38	212.54
Elections Department	191.60	4,842.77
District Attorney	0.08	1.82
District Clerk	662.64	13,826.06
Criminal District Court	87.75	2,387.27
58th District Court	1.62	44.21
172nd District Court	-	-
252nd District Court	26.37	1,069.22
279th District Court	0.01	0.14
Justice of Peace Pct. 1 Pl. 1	25.88	681.70
Justice of Peace Pct. 1 Pl. 2	112.87	2,792.20
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	0.01	0.13
Justice of Peace Pct. 6	3.63	91.41
Justice of Peace Pct. 7	50.63	1,333.11
Justice of Peace Pct. 8	-	-
County Court at Law #2	55.13	1,542.14
Court Master	2.87	78.21
Dispute Resolution Center	75.87	1,387.75
Sheriff's Department	13,040.74	460,810.21
Crime Lab	241.73	9,605.53
Correctional Facility	8,782.42	236,168.88
Juvenile Probation	106.14	2,190.17
Juvenile Detention Home	177.11	3,271.48
Constable Pct. 1	309.63	8,901.58

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2020

Department	Cumulative Hours	Current Liability
Constable Pct. 2	156.01	\$ 6,061.29
Constable Pct. 4	115.25	4,754.51
Constable Pct. 6	61.20	1,932.98
Constable Pct. 7	32.79	1,229.04
Constable Pct. 8	24.00	520.01
Public Health No. 1	57.69	999.93
Public Health No. 2	148.14	3,204.25
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	79.75	2,477.69
Mosquito Control	398.25	9,399.58
Maintenance - Beaumont	365.01	7,764.28
Maintenance - Port Arthur	185.25	4,127.81
Maintenance- Mid County	63.25	1,520.91
Service Center	12.00	305.47
Veterans' Services Office	0.62	15.62
Airport	974.68	20,408.30
Visitors' Center	37.63	489.24
Grant A Basic Probation	26.63	533.67
Grant A Mental Health Service	0.62	17.74
Grant A Community Programs	136.51	2,662.93
Grant A Pre and Post Adjudication	0.01	0.08
Misdemeanor Pre-Trial	-	-
Community Supervision	216.61	5,178.55
Women's Center	607.67	8,765.95
Adult Surveillance Program	-	-
Community Corrections	16.01	310.93
High Need Program	3.00	64.74
TJPC Grant Contract M	6.88	129.03
Drug Diversion	35.88	648.82
Juvenile Probation and Detention	70.88	965.08
Mentally Impaired Offender	5.00	108.52
Auto Theft	67.25	2,597.83
Sheriff Mental Health Liason -Cnty	14.50	492.78
Sheriff Mental Health Liason	40.00	1,232.46
Marine Division	3,106.00	109,146.28
Courthouse Security	161.00	5,627.74
Total	<u>33,663.33</u>	<u>\$ 1,019,035.24</u>
Comp-Time Liability at 6/30/19	34,220.16	\$1,002,884.43



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS' COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED that at an emergency meeting of the Commissioners' Court of Jefferson County, Texas, held on the 21st day of July, 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 Resolution was adopted:

WHEREAS, the Jefferson County Commissioners' Court finds that immediate action is required during times of an emergency; and


WHEREAS, the Jefferson County Commissioners' Court recognizes that the County Judge did sign a Disaster Declaration for Jefferson County on March 13, 2020; and

WHEREAS, the Jefferson County Commissioners' Court recognizes that this Disaster Declaration must be renewed pursuant to Section 418.108 (b), Government Code; and

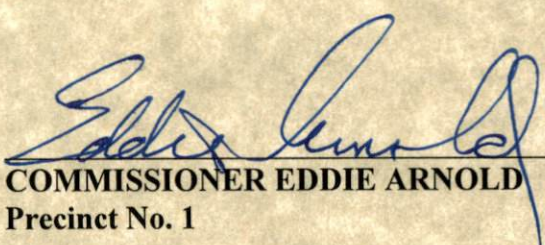
WHEREAS, the Jefferson County Commissioners' Court recognizes that Jefferson County remains in a state of disaster as a result of the COVID-19 PANDEMIC and that the renewal of this Declaration of Disaster is necessary for the protection of life and property in Jefferson County;

NOW THEREFORE, BE IT RESOLVED that Commissioners' Court of Jefferson County, Texas, does hereby approve the renewal and extension of the Disaster Declaration entered on March 13, 2020.

SIGNED this 21st day of July, 2020.



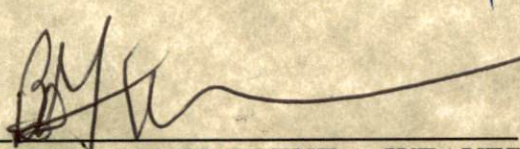
JUDGE JEFF R. BRANICK
County Judge



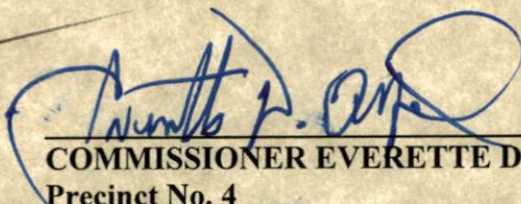
COMMISSIONER EDDIE ARNOLD
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER BRENT A. WEAVER
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Special, July 21, 2020

There being no further business to come before the Court at this time,
same is now here adjourned on this date, July 21, 2020