

Notice of Meeting and Agenda
August 09, 2022

Regular, 8/9/2022 10:30:00 AM

BE IT REMEMBERED that on August 09, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Commissioner Everette D. Alfred, Commissioner Pct. No. 4 (ABSENT)

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donta Miller and Chief John Shauberger

Honorable Laurie Leister, County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
August 09, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **August 2022** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

Said meeting will be a **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

In addition to the routine business of the County, the subject of said meeting will be the following:

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sections 551.072 and 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section § 551.072 to deliberate on matters relating to sale of real property if such deliberations would have a detrimental effect on the position of the County.

10:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and

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financial issues relating to a contract being negotiated, that deliberation in an open meeting, would have a detrimental effect on the Commissioners' Court in negotiations with a third person.

10:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.074 to deliberate regarding personnel matters.

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

The following options are available:

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

Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532#
Participant ID: #

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: Darrell Bush, Commissioner, Precinct Two

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

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PURCHASING:

- (a). Consider and approve specifications for Request for Statements of Qualifications (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. Funded by the 2020 Flood Mitigation Assistance Grant.

SEE ATTACHMENTS ON PAGES 14 - 59

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush

Action: APPROVED

- (b). Consider and approve specifications for Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326. Funded by the 2020 Flood Mitigation Assistance Grant.

SEE ATTACHMENTS ON PAGES 60 - 110

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush

Action: APPROVED

- (c). Consider, establish and approve Selection Review Committee to review the responses received for all solicitations in reference to projects funded by the 2020 Flood Mitigation Assistance Grant.

NO ATTACHMENTS

Motion by: Bush

Second by: Pierce

In Favor: Branick, Pierce, Bush

Action: APPROVED

CLERK'S NOTES: PATRICK SWAIN, MICHELLE FALGOUT, ALEX RUPP WERE APPOINTED BY THOSE COMMISSIONERS PRESENT.

- (d). Consider and approve specifications for Request for Statements of Qualifications (RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling.

SEE ATTACHMENTS ON PAGES 111 - 156

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Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (e). Consider and approve award, and execute, receive, and file a contract for Request for Proposal (RFP 22-025/DC) Upgrade of the Jefferson County Nortel/Avaya CS1000B+4CS1000B Phone System with Enterprise System Corporation for a total contract amount of \$744,839.01.

SEE ATTACHMENTS ON PAGES 157 - 194

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (f). No award for Invitation for Bid (IFB 22-014/JW) Drainage Improvements for Drainage Ditch No. 110-B CDBG-DR (Community Development Block Grant – Disaster Recovery) Program Project for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

NO ATTACHMENTS

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (g). Consider and approve, execute, receive and file (Agreement 22-048/JW) with Thomson Reuters (Westlaw) and Jefferson County for online access for the 252nd District Court. This agreement is for a one-year term (August 31, 2022 through August 30, 2023), at a total cost of \$196.00 for (2) users. This is in accordance with Contract # DIR LGL-CALIR-02 (Option 1B, Year 6).

SEE ATTACHMENTS ON PAGES 195 - 212

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

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- (h). Consider and approve, execute, receive and file Amendment No. 3 for (Agreement 19-039/JW) with LexisNexis and Jefferson County for an extension of LexisNexis online access subscription for the 136th District Court. This amendment will extend the term of the current agreement for an additional one-year term (September 1, 2022 through August 31, 2023), at a total cost of \$88.00 per month for (1) user.

SEE ATTACHMENTS ON PAGES 213 - 216

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (i). Consider and approve, execute, receive and file Job Order Contract (JOC 22-049/DC) with Preferred Facilities Group-USA for the Mesquite Point Bulkhead Repair in the amount of \$270,680.00; in accordance with Buy Board Texas Contract 581-19.

SEE ATTACHMENTS ON PAGES 217 - 259

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (j). Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 18-036/YS) Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$305.00 each for a total of \$15,520.00.

SEE ATTACHMENTS ON PAGES 260 - 263

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (k). Consider and possibly approve the temporary repair of the Ford Park East Cooling Tower utilizing parts from the West Tower with Industrial and Commercial Mechanical (ICM) in the amount of \$7,148.00 in accordance with Region V ESC HVAC Capital Equipment, Supplies and/or Services #20140501.

SEE ATTACHMENTS ON PAGES 264 - 264

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Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 265 - 267

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

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

SEE ATTACHMENTS ON PAGES 268 - 269

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Road & Bridge Pct3 – additional cost for repairs

SEE ATTACHMENTS ON PAGES 270 - 270

113-0306-431-3099	MISCELLANEOUS SUPPLIES		\$4,000.00
113-0305-431-4018	ROAD MACHINERY	\$4,000.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (b). Consider and approve budget transfer– Road & Bridge Pct4 – additional cost for repairs and travel.

SEE ATTACHMENTS ON PAGES 271 - 271

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114-0405-431-3034	DIESEL FUEL		\$3,500.00
114-0407-431-5062	TRAVEL EXPENSE	\$2,500.00	
114-0405-431-4008	AUTOMOBILES AND TRUCKS	\$1,000.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action:

(c).Consider and approve budget transfer – Engineering – replacement of surveying equipment.

SEE ATTACHMENTS ON PAGES 272 - 274

115-0501-431-1002	ASSISTANTS & CLERKS		\$25,000.00
115-0501-431-2003	EMPLOYEES' INSURANCE		\$6,952.00
115-0501-431-6019	ENGINEERING EQUIPMENT	\$31,952.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

(d).Consider and approve budget transfer – County Judge– additional cost for contractual services.

SEE ATTACHMENTS ON PAGES 275 - 275

120-1015-413-1002	ASSISTANTS & CLERKS		\$10,000.00
120-1015-413-5077	CONTRACTUAL SERVICE	\$10,000.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

(e).Consider and approve budget transfer– JP Pct8 – additional cost for postage.

SEE ATTACHMENTS ON PAGES 276 - 276

120-2049-412-1005	EXTRA HELP		\$1,500.00
120-2049-412-4052	POSTAGE	\$1,500.00	

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Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (f).Consider and approve budget transfer – Crime Lab – additional cost for repairs to firearms scope.

SEE ATTACHMENTS ON PAGES 277 - 277

120-3060-421-3042	LABORATORY SUPPLIES		\$1,300.00
120-3060-421-4011	EQUIPMENT- MISCELLANEOUS	\$1,300.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (g).Consider and approve budget transfer – Jail – additional cost for fuel.

SEE ATTACHMENTS ON PAGES 278 - 278

120-3062-423-5063	TRANSFER PRISONERS		\$15,000.00
120-3062-423-4004	AIRPLANE FUEL	\$15,000.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (h).Consider and approve budget transfer – Juvenile Detention – additional cost for food.

SEE ATTACHMENTS ON PAGES 279 - 279

120-3064-424-1002	ASSISTANTS & CLERKS		\$6,000.00
120-3064-424-3033	FOOD	\$6,000.00	

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (i).Consider and approve budget transfer – Constable Pct8 – additional cost for uniforms.

SEE ATTACHMENTS ON PAGES 280 - 280

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120-3072-425-5062	TRAVEL EXPENSE		\$3,000.00
120-3072-425-3017	CLOTHING	\$3,000.00	

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush

Action: APPROVED

- (j).Consider and approve budget transfer – Port Arthur Maintenance – additional cost for elevator rehab.

SEE ATTACHMENTS ON PAGES 281 - 281

120-6084-416-5053	RENT-EQUIPMENT		\$1,940.00
120-6084-416-6014	BUILDINGS AND STRUCTURES	\$1,940.00	

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush

Action: APPROVED

- (k).Consider and approve electronic disbursement for \$1,800,000 to State Comptroller for the second help of IGT for indigent health care.

NO ATTACHMENTS

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush

Action: APPROVED

- (l).Consider and approve budget transfer - Road & Bridge Pct 2 - purchase of truck diagnostic computer.

SEE ATTACHMENTS ON PAGES 282 - 283

112-0209-431-6011	ROAD MACHINERY		\$11,400.00
112-0209-431-6018	POWER TOOLS & APPLIANCES	\$11,400.00	

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush

Action: APPROVED

- (m).Regular County Bills – check #497558 through check #497784.

SEE ATTACHMENTS ON PAGES 284 - 293

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Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Receive a presentation by Rev. J.D. Roberts regarding Save Our Children.

NO ATTACHMENTS

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

- (b). Receive an introduction by Martin Gonzalez, TxDOT District Engineer of David Collins, Beaumont Area Engineer and Kevin Emerson and Carl Ray as Maintenance Supervisors.

NO ATTACHMENTS

Action: TABLED

HISTORICAL COMMISSION:

- (a). Approve and receive the presentation of the Distinguished Service Award for 2021 from the Texas Historical Commission.

NO ATTACHMENTS

Motion by: Pierce
Second by: Bush
In Favor: Branick, Pierce, Bush
Action: APPROVED

MANAGEMENT INFORMATION SYSTEMS:

- (a). Consider, possibly approve and authorize the County Judge to execute receive and file an agreement between Jefferson County and GMO GlobalSign, Inc. for EV SSL Certificates.

SEE ATTACHMENTS ON PAGES 294 - 299

Motion by: Bush
Second by: Pierce
In Favor: Branick, Pierce, Bush
Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Regular, August 09, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 09, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

August 9, 2022

**Request for Statements of Qualifications
(RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

Jefferson County is seeking submittals from qualified firms to provide professional surveying in accordance with Request for Statements of Qualifications (RFQ 22-044/MR) **Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326**

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

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (five) 5 copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME: Elevation Certificates for Flood Pre-Mitigation, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

REQUEST NUMBER: RFQ 22-044/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, August 31, 2022

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

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

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

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

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

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1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested surveying firms desiring to provide professional surveying services for the County as the need for these services arises. The range of services to provide will be broad and will involve developing pre-mitigation elevation certificates for homes that will be elevated in Jefferson County. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of surveying services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified surveying firm(s) to assist the County by developing pre-mitigation elevation certificates for homes that will be elevated in the Jefferson County Hazard Mitigation Grant Program Elevation Project. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide services for the following:

- Develop up to 150 pre-mitigation elevation certificates. The first batch of homes requiring elevation certificates will be up to 4. Subsequent batches of elevation certificates, consisting of 20-40 homes each will be ordered over the next one to two years. *Note: A small percentage of homeowners who will participate in the county elevation project already have elevation certificates, and will not require another elevation certificate, prior to receiving the notice to proceed with the elevation.*
- Firms are to perform all necessary work on all assigned elevation certificates for each batch of homes, within a thirty (30) day period.
- The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

- Minimum of three (3) years' experience of developing elevation certificates.
- Minimum of three (3) years firm and firm ownership/key staff experience in developing elevation certificates.
- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, Jefferson County Commissioners' Court will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department

requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

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

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

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

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

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

1.5 SURVEYOR FIRM's SERVICES.

- A. A description of services that may be utilized under this RFQ includes:
 - 1. Develop pre-mitigation elevation certificates.

1.6 LAWS AND REGULATIONS.

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

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.8 Below)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

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

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

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

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

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer **to Section 1.7** above.

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

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

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

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

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

- 1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any

agreement that does not conform to this document and any County requirements and contracts.

3. The Surveyor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Surveyor under contract shall be made available to any individual or organization by the Surveyor without the prior written approval of the County.

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

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

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

1. *Minimum wages.*

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the

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

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

2. **Withholding.**

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

3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. ***Apprentices and trainees.***

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

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

6. **Subcontracts.**

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

7. **Contract termination: debarment.**

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

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

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

9. **Breach.**

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

10. **Disputes concerning labor standards.**

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

11. **Certification of eligibility.**

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

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

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency*

licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

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

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

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) *Reporting on Utilization of Subject Inventions*

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the *contractor*, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with

any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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

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

CLEAN AIR ACT

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

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

FEDERAL WATER POLLUTION CONTROL ACT

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

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

DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

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

3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

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

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

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

3.6 PRE-PROPOSAL CONFERENCE.

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

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours contact **Deborah Clark, Purchasing Agent** at: dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **August 24, 2022**.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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

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

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

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

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 27.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																					
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<div style="border: 2px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> </div>																																					
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p style="text-align: center;">**YOUR FIRM NAME HERE**</p>																																							
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p style="text-align: center;">**JEFFERSON COUNTY, TEXAS*</p>																																							
<p>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.</p> <p style="text-align: center;">**BID/CONTRACT/PO NUMBER GOES HERE**</p>																																							
<p>4</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name of Interested Party</th> <th style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th></th> <th></th> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="padding: 5px;"> **NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO** </td> <td></td> <td></td> </tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> <tr><td colspan="2" style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)				Controlling	Intermediary	**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**																												<p>5</p> <p>Check only if there is NO Interested Party. <input type="checkbox"/></p> <p style="text-align: right;">**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>	
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																				
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO																																							
<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____, _____, _____, _____, _____.</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																																							
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																																							

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Surveyor for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide survey services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 32 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

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

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

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

Technical Approach.....	20 points
Firm Experience, Stability and References.....	40 points
Workload Capacity.....	10 points
Professional Qualifications and Individual Experience.....	30 points

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

RFQ Number & Name: (RFQ 22-044/MR) Elevation Certificates for Flood Pre-Mitigation

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Respondent: Please complete this form
and include with RFQ submission.

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

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

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

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

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

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

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

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM

**Respondent: Please complete this form
and include with RFQ submission.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (Please Print)

Date

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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 (RFQ) 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., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance		Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award		Report Type: _____ a. initial filing _____ b. material change	
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known:			If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, 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)		

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; 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="border: 1px solid black; height: 20px; width: 100%;"></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. (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 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; margin-bottom: 10px;"> _____ 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; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <div style="text-align: center; margin: 5px 0;"> <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;"> 4 <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> _____ Signature of vendor doing business with the governmental entity </div> <div style="width: 45%;"> _____ Date </div> </div> </div>		

Adopted 8/7/2015

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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

55

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>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Date Received _____</p> </div>
1	Name of Local Government Officer <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
2	Office Held <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).	
	<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	AFFIDAVIT	
	<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </p> <p style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE </p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p style="margin-top: 20px;"> _____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath </p>	

Adopted 8/7/2015

THIS FORM IS FOR
OFFICE USE ONLY

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

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

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

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

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

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

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

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

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date**REQUIRED FORM**

**Respondent: Please complete this form
and include with RFQ submission.**

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

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

BY:

SIGNATURE

Sworn to and subscribed before me
this _____ day of
_____, 2022

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

**Respondent: Please complete this form
and include with RFQ submission.**



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

August 9, 2022

Request for Statements of Qualifications

(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

Jefferson County is seeking submittals from qualified firms to provide professional residential home elevation contractor services in accordance with Request for Statements of Qualifications (RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

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

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME: Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326

REQUEST NUMBER: RFQ 22-047/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, August 31, 2022

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

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

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

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

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

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
Examiner **August 18, 2022**

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SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION

(RFQ 22-047/MR) Contractor Qualifications for Residential Home Elevations for HMA, TWDB and BRIC Disaster Funding Recipients

1.1 PURPOSE/SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Residential Home Elevation Contractors desiring to provide professional residential home elevation services for the County as the need for these services arises. The range of services to provide will be broad and will involve residential home elevation. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of residential home elevation contractor services as need arises.**

PROJECT DESCRIPTION:

Jefferson County is issuing the Request for Qualifications (RFQ) to procure professional residential elevation services in the Flood Mitigation Assistance Project, which covers both incorporated and unincorporated areas of Jefferson County, Texas. Jefferson County expects to award multiple contracts through this RFQ as the purpose of this RFQ is to engage a pre-qualified contractor pool to utilize in the elevation of homes in the Flood Mitigation Assistance Project. Contractors must be eligible to participate in contracts involving Federal funds.

Qualified building contractors will work with homeowners who will be receiving funds to elevate their homes. The homeowners will select from the pool of qualified, capable contractors to elevate their home.

Due to the fact that the purpose of this RFQ is to engage a pre-qualified contractor pool, awarded contractors will be asked to compete in individual projects and there is no guarantee of any volume or usage by the homeowners. There is no guarantee of the number of homes any given contractor will be selected to elevate.

The scope of services within each individual project will vary, as the circumstances in each home to be elevated will be different. However, successful contractor services will include, but are not limited to, the following:

For contracted services from Jefferson County using the Flood Mitigation Assistance Project, an Elevation Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

The awarded contractor or contractors will be required to sign an affidavit stating they will comply with the above statement.

SPECIFICATIONS:

1. Contractors will have a licensed Structural Engineer available to sign and stamp drawings.
2. Contractors are required to use a hydraulic lift system when elevating the homes.
3. Contractors are required to use lateral bracing for support of elevated homes.
4. Contractors shall provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
5. All elevation work will be performed to meet or exceed all local, state and federal building codes and standards;

6. All elevation work will bring the structure into compliance with the Jefferson County Subdivisions and Floodplain Rules and Regulations by requiring a finished floor elevation a minimum of one-foot (1') above the 100 Year Flood Plain for the Finished Floor Elevation unless a higher elevation is required.
7. Elevation certificates shall be required before the elevation commences, and upon completion to verify the elevation and achieve compliance with local flood plain requirements.
8. If the homeowner selects your company, you will meet with the individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and Jefferson County; Prepare plans and specification and perform elevation in compliance with applicable City or County floodplain elevation requirements, code requirements, and Texas Windstorm Insurance Association (TWIA) requirements; Provide initial first floor elevation and obtaining final elevation certificates.
9. Repair of damage caused to homes/property during the elevation project;
10. All damages caused by the contractor during the elevation project shall be paid for by the contractor; these damages are ineligible grant costs and the Program does not cover such costs. These are the responsibility of the contractor.
11. Obtaining all necessary state and local permits and approvals after permits are acquired, but prior to the commencement of the work for each home, with copies of all permits provided to the County;
12. Coordination with property owner; utility disconnection and deactivation;
13. Debris removal in accordance with all Federal, State, and local requirements, including the disposal of potential asbestos containing materials;
14. Site preparation; if needed
15. Compliance with applicable Americans with Disabilities Act requirement may be required if deemed necessary by the homeowner
16. Elevation and post-elevation photographs taken and provided to the County's documenting services performed and compliance with permitting and building requirements;
17. If successful Contractors use subcontractors, then prompt payment of all subcontractors for services rendered, and obtaining signed and notarized lien waivers from all subcontractors documenting proof of payment and providing copy of such lien waivers to the County with draw requests;
18. Maintaining job sites in a neat and orderly manner.
19. Ineligible work shall not be allowed, with the sole exception of ineligible work necessarily incidental to the elevation project. Examples of ineligible work include, but are not limited to, building additions or auxiliary structures, additional landscaping for ornamentation beyond what existed at the site prior to the construction of the project, construction of new decks or porches, construction of expanded decks or porches, improvements for aesthetic reasons, or interior remodels. This list of examples is not exhaustive.
20. Each home shall be subject to a separate written agreement that will be between the contractor, the respective homeowner, and Jefferson County (the "Tri-Party Agreement"). Each Tri-Party Agreement will specify a term

applicable to the Flood Mitigation Assistance Project and specify draw requirements and other requirements associated with that given Flood Mitigation Assistance Project.

Offering financial incentives of any kind such as: trips, meals, entertainment tickets, cash, etc. is strictly prohibited.

BACKGROUND INFORMATION

A residential elevation is when a house that is vulnerable to flooding is physically raised to an elevation at or above the Base Flood Elevation (BFE). The benefits of elevating a structure are to minimize the threat for future flood losses to property and personal belongings; in addition, the activity provides peace of mind to homeowners who have elevated above most flooding events.

MANDATORY ELEVATION

All communities that participate in the National Flood Insurance Program (NFIP) are required to develop a local Floodplain Management Ordinance. These ordinances identify minimum standards that, when met, require homeowners to elevate their houses.

Substantial Damage – after a flood or other damaging event, the Floodplain Administrator for the community will assess damaged structures.

Residential structures that have sustained a 50% or greater loss of the value of the structure (not including lot) are deemed substantially-damaged, and prior to obtaining a building permit, the owners must agree to bring the structure up to the NFIP standard of being elevated to the BFE (or higher as required by local code).

In some instances, communities add 2' of freeboard above the BFE to provide additional flood safety value. The Floodplain Administrator will provide the homeowner with a copy of a letter that states that the property is substantially damaged.

TYPES OF ELEVATIONS

Available elevation methods, which are thoroughly described in FEMA P-312, Chapter 5, and FEMA P-347 include:

Elevating the existing structure on piles, posts, or piers.

1. Elevations in V zones (Velocity Zones in Coastal High Hazard Areas) must be on open foundations. The lowest floor must be free of obstructions or constructed with non-supporting breakaway walls, open wood lattice-work, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation.
2. Filling in the basement and replacing it with an elevated floor.
3. Elevating by vertically extending the foundation walls of the home.
4. The method that is selected for elevating a house depends on factors such as:
 - a. Foundation type
 - b. Condition of the house
 - c. Applicable state and local building codes
 - d. Soil type and bearing capacity
 - e. Weight of the house and lateral forces on the house from water and other natural hazards, such as winds and earthquakes
 - f. Height of proposed elevation above the grade level
 - g. Number of additions to the original structure

ELEVATION REQUIREMENTS

Foundations must be designed to properly address all loads and be appropriately connected to the floor structure above, and utilities must also be properly elevated.

1. Elevations must comply with NFIP standards and building codes that exist in the State and Community. Elevations must comply with ASCE24-14 or latest edition.
2. Elevation must be designed and adequately anchored to prevent flotation, collapse, and lateral movement due to hydrodynamic and hydrostatic loads, including the effects of buoyancy.
3. A building permit is required in order to elevate.

STRUCTURAL SOUNDNESS

Structure must be structurally sound and capable of being elevated safely. Prior to participating in a FEMA Grant Program project to elevate houses, homeowners will have an inspection by a licensed structural engineer that determines whether a house can successfully be elevated or not.

SPECIFICATION MILESTONES AND COMPENSATION DRAWS

The following milestone schedule will be followed for each house and engineers will inspect at the following elevation phase milestones:

1. Milestone 1: 20% of the total contract amount in that Project.
 - a. Signed contract; Permits obtained with copies of permits provided to Jefferson County;
 - b. A & E drawings. Drawings should be signed and stamped by the Engineer.
 - c. Interior and Exterior pre-evaluation photographs submitted
 - d. Performance and Payment Bonds
2. Milestone 2: 40% of the total contract amount in that Project.
 - a. Mobilization of equipment
 - b. Clearing work
 - c. Tunneling portion of work is complete
 - d. Structure is elevated and resting on cribbing portion of the work is complete
 - e. Engineer concurrence with percentage completion
 - f. Mid-lift EC showing structure is at or above the designated flood elevation
 - g. Inspection
3. Milestone 3: 30% of the total contract amount in that Project.
 - a. Piers and/or post columns are built
 - b. New foundation is complete
 - i. If foundation type will have CMU block wall-capture photos of posts, piles or columns as needed for this milestone
 - c. Engineer concurrence with percentage completion
 - d. Inspection
4. Milestone 4: 10% of the total contract amount in that Project.
 - a. Completion of all work
 - i. Installation of vents, as required; placement of lattice, as required
 - ii. Reconnection of utilities
 - iii. Final site clean-up
 - iv. Written confirmation of third-party warranty provided to homeowner
 - v. If applicable, confirmation of satisfaction of applicable ADA requirements
 - vi. Engineer concurrence with completion
 - vii. Homeowner concurrence with payment

- viii. If applicable, signed and notarized lien waivers from subcontractors utilized
- ix. Final elevation certificate
- x. As built plans – Updates can be done in writing to show any changes from original plans to as built conditions
- xi. Final Inspection
 - 1. Forms and data required for completion, include but not limited to the following:
 - a. Photos of the interior and exterior (all sides) of the house
 - b. Photos of the gas and electric fixtures
 - c. Photos of the posts, piles or columns under the house
 - 2. Certificate of Occupancy (See Certificate of Occupancy below)
 - 3. Final Elevation Certificate
 - 4. Copy of recorded deed
 - 5. Certification that the structure is compliant with NFIP
 - 6. Verification of Flood Insurance
 - 7. 501 Mitigation Form

CERTIFICATE OF OCCUPANCY

All permits have been successfully closed out and grant paperwork has been provided as necessary. Communicate with the County to go ahead and issue a Certificate of Occupancy to the homeowner. A Certificate of Occupancy will not be issued until after the final inspection.

PREVAILING WAGE RATES

Chapter 2258 of the Texas Government Code requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in public work projects using public funds to include prevailing wage rate in the project request for proposal documents and Contract.

Current prevailing wage rates are incorporated in the Contract documents.

PERIOD OF CONTRACT

As funds are obligated, small batches of homes will be available for structural integrity analysis and inspection. The first batch will consist of 4 homes. There will potentially be up to 150 homes that will require structural analysis and inspection. Work must be complete for each batch of homes within three (3) months. The awarded firm(s) will be issued a Notice to Proceed for each batch of homes.

MINIMUM REQUIREMENTS

1. Minimum of three (3) years of structural integrity testing, inspection and certification of occupancy services experience.
2. Minimum of three (3) years firm and firm ownership / key staff experience in structural integrity testing, inspection and certificate of occupancy services experience.
3. Background check, criminal and or affidavit of no suspensions or criminal actions against owners and/or company for non-performance of work.

1.2 STATEMENT OF QUALIFICATIONS

Jefferson County is requesting Statements of Qualifications (SOQ) from firms who can adequately demonstrate they have the resources, experience and qualifications to perform structural integrity and inspection services.

Please provide the following information in the order shown below, and to not exceed the number of pages requested.

1. **Letter of Interest** (Limited to one (1) page, signed by a principle of the professional firm):
 - a. Include name of firm wishing to contract with the County.
 - b. Firm's local address and corporate or main office address.
 - c. Include a statement as to the availability of the firm to complete the work within the stated time period.
2. **Technical Approach** (Limited to five (5) pages):
 - a. Firm understanding of the scope of work.
 - b. A description of the work to be performed and how it would be performed.
3. **Firm Experience and References** (Limited to then (10) pages):
 - a. A brief history of the proposing entity, including general background, number of years in business, knowledge of and experience working on this type of projects.
 - b. Provide projects which demonstrates the required minimum of three (3) years' experience with structural integrity testing and inspection services that will best illustrate team capabilities
 - c. Demonstrate proficiency in structural integrity services, inspection services and certificate of occupancy services.
 - d. Provide evidence that you understand and comply with TWIA requirements. Include any applicable licenses.
 - e. Related experience in federally funded projects and the specific project type referenced in this RFQ.
 - f. Firm must demonstrate an understanding of the requirements to remain in compliance in administering a federal funded project (FEMA/HUD). All elevations shall be completed in accordance with the Hazard Mitigation Assistance Guidance document, the Elevation Certificate, and Instructional Guidelines, therefore, knowledge of these guidelines is essential.
 - g. Firm's strong financial stability. Provide two (2) years of financial statements, preferably audited.
 - h. Provide at least three references of previous clients with similar projects and specify the project for which the references respond to. A reference form is included on Page 39 of this package.
 - i. Furnish references for the prime provider's project manager for similar related projects. The client reference must be employees, such as the contract manager or work authorization manager, who are most familiar with the proposed manager's work.
 - j. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.
 - k. Describe any unique services offered by your firm.
4. **Workload Capacity** (Limited to two (2) pages):
 - a. A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.
 - b. Provide a current list of your firm's projects.
 - c. Provide project availability of personnel in order to provide engineering and inspection services on multiple structures in varied locations throughout the County.
5. **Professional Qualifications and Individual Experiences** (Limited to one (1) page for the organization chart and two (2) pages per resume):
 - a. The respondent shall select a team of professionals capable of providing the required services in an efficient manner in the best interest of Jefferson County and to provide successful, on-time, and on budget project deliver. Information on all proposed sub-consultants and/or subcontractors should be included in the SOQ.
 - b. Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if you firm is awarded a contract through this solicitation, including any licensees or certification.
 - c. Show work experience of Project Team including any sub consultants.
 - d. Provide organizational chart containing names, addresses, telephone numbers, and email address of the prime provider and any sub consultants proposed for the team. Include the name of the prime

provider's Project Manager and all key personnel who will work on the project. Also, include each key personnel's project role and responsibilities and estimated percentage of time on the project.

- e. Names, titles, address and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.

1.3 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Commissioners' Court will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.4 SELECTION REVIEW COMMITTEE.

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

1.5 EVALUATION PROCESS.

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

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

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

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

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

1.6 Residential home elevation contractor FIRM's SERVICES.

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

1. Residential home elevation.

1.7 LAWS AND REGULATIONS.

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

1.8 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.9.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.9 Below**)

1.9 WORKER'S COMPENSATION INSURANCE.

1.9.1 Definitions:

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

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

1.9.1.3 Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 1.9.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.9.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.8 above.
- 1.9.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.9.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1.9.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.9.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.9.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.9.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.9.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.9.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1.9.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.9.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.9.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.9.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.9.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.9.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of

coverage, prior to the end of coverage ends during the duration of the project.

- 1.9.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.9.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.9.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.9.1. – 1.9.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.9.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.9.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.10 TERMS AND CONDITIONS.

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

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

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

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

(REVISED JUNE 2022)

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

1. *Minimum wages.*

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

Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

2. ***Withholding.***

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

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

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. **Apprentices and trainees.**

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

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements.

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

6. Subcontracts.

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

7. Contract termination: debarment.

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

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

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

9. Breach.

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

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and

subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times

specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

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

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

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

(g) Subcontracts

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

not a grant or cooperative agreement), the *agency*, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

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

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

(l) Communication

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

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

CLEAN AIR ACT

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

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

FEDERAL WATER POLLUTION CONTROL ACT

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

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

DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to

remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at mreeves@co.jefferson.tx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at 409-835-8593 or e-mail at dclark@co.jefferson.tx.us

3.3 COURTHOUSE SECURITY.

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

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

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

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

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

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

3.6 PRE-PROPOSAL CONFERENCE.

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

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mreeves@co.jefferson.tx.us or faxed at 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at dclark@co.jefferson.tx.us or faxed at 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, August 24, 2022.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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

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

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

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

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <div style="border: 1px solid black; padding: 2px; display: inline-block;"> **YOUR FIRM NAME HERE** </div>		www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <div style="border: 1px solid black; padding: 2px; display: inline-block;"> **JEFFERSON COUNTY, TEXAS* </div>			
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. <div style="border: 1px solid black; padding: 2px; display: inline-block;"> **BID/CONTRACT/PO NUMBER GOES HERE** </div>			
4		5	
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			
Check only if there is no Interested Party.		**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**	
6 UNSWORN DECLARATION			
Vendor is to complete #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;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

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

3.10 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

3.11 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

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

Narrative of Proposed Services/Approach.....	25 points
Technical, Administrative, and Fiscal Capacity to Provide Services.....	25 points
Past Project Performance and References.....	20 points
Past Experience on Similar Projects.....	20 points
Firm's Staff Qualifications.....	10 points

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 22-047) Contractor Qualifications for Residential Home Elevation for HMA, TWDB and BRIC Disaster Funding Recipients

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Respondent: Please complete this form
and include with RFQ submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
**Respondent: Please complete this form
and include with RFQ submission.**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official (Please Print)

Date

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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 (RFQ) 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., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, 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)	

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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; font-weight: bold;">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>		
<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. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</small> </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; margin-bottom: 10px;"> <div style="border-bottom: 1px solid black; width: 200px; margin: 0 auto;"></div> Name of Officer </div> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="margin-left: 40px;"> <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="margin-left: 40px;"> <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="margin-left: 40px;"> <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>		

Adopted 8/7/2015

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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.</small></p>		OFFICE USE ONLY
1	Name of Local Government Officer 	Date Received _____
2	Office Held 	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code 	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="margin-top: 10px;"> Date Gift Accepted _____ Description of Gift _____ </div> <div style="text-align: center; margin-top: 10px;"> (attach additional forms as necessary) </div>	
6	AFFIDAVIT <p style="font-size: small;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <div style="margin-top: 20px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-top: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between; margin-top: 20px; font-size: small;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
**Respondent: Please complete this form
and include with RFQ submission.**

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

REQUIRED FORM
**Respondent: Please complete this form
and include with RFQ submission.**

RESPONDENT'S CERTIFICATION

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

()
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 2022

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent: Please complete this form
and include with RFQ submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

August 9, 2022

Request for Statements of Qualifications
(RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling

Jefferson County is seeking submittals from qualified firms to provide professional Architect Services in accordance with Request for Statements of Qualifications (RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling.

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

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and 5 (five) copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, August 31, 2022. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mreeves@co.jefferson.tx.us. If no response in 72 hours, direct inquiry to Deborah Clark, Purchasing Agent at 409-835-8593 or dclark@co.jefferson.tx.us.

REQUEST NAME: Architect Services for Jefferson County Correctional Facility Remodeling

REQUEST NUMBER: RFQ 22-045/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, August 31, 2022

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

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

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

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

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
August 10th & 17th, 2022
 Examiner **August 18, 2022**

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SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling

1.1 PURPOSE AND SCOPE OF WORK.

Jefferson County is requesting statements of qualifications and experience from all interested Architect Firms desiring to provide professional Architecture services for the County as the need for these services arises. The range of services to provide will be broad and will involve drafting architecture remodeling plans. **This RFQ will be utilized to engage firms for future, undefined projects, and an indefinite quantity of Architect services as need arises.**

PROJECT DESCRIPTION

Jefferson County is seeking qualified architect firm(s) to assist the County by developing architectural designs for remodeling at the Jefferson County Correctional Facility. Jefferson County intends to enter into an Agreement with one (1) or more prime firm(s) to provide architectural design plans for the following:

- The Jefferson County Correctional Facility was built in 1991 with additions made in 1993, 1995 and 1997.
- The Jefferson County Correctional Facility Complex consists of twenty-four (24) individual buildings.
- We will be remodeling the following buildings and will need architectural designs for the remodeling projects.
 - A Dorm with an area of 5,500 square feet (110' x 50')
 - C Dorm with an area of 5,500 square feet (110' x 50')
 - Booking area with a total area of 8,000 square feet (100' x 80')
 - Kitchen area with a total area of 12,000 square feet (150' x 80')
 - Visitation Building with a total area of 5,600 square feet (70' x 80')
- The remodeling will include, but not be limited to, removal of walls, installation of new doorways, removal of existing electrical and plumbing, and new electrical and plumbing.

MINIMUM REQUIREMENTS

- Minimum of ten (10) years' experience of developing architectural design plans.
- Working knowledge of Texas Commission on Jail Standards construction and remodeling guidelines.
- Prior approval of architectural designs through Texas Commission on Jail Standards.
- Background check, criminal and/or affidavit of no suspensions or criminal actions against owners and or company for non-performance of work.

Work provided by the firms under this RFQ will be negotiated. A contract will be signed for individual projects, depending on the type of project and cost of the work

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County Purchasing Agent will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of firms. Responses will be ranked

on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

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

1.4 EVALUATION PROCESS.

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

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

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

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

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

1.5 ARCHITECTURE FIRM's SERVICES.

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

1. Architectural design plans for remodeling.

1.6 LAWS AND REGULATIONS.

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

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 1.8.1.3** below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

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

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

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

Minimum Insurance Requirements:

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

Excess Liability \$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (**See Section 1.8 Below**)

1.8 WORKER'S COMPENSATION INSURANCE.

1.8.1 Definitions:

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

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

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

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

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.7 above.

- 1.8.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

- 1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.8.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.9 TERMS AND CONDITIONS.

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

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

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

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY
2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200
 (REVISED JUNE 2022)

REMEDIES

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

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

TERMINATION FOR CAUSE AND CONVENIENCE

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

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

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

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

1. *Minimum wages.*

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

alleged to exist between the contractor and such laborers and mechanics.

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

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

2. **Withholding.**

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the (RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling

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

3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner). (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. **Apprentices and trainees.**

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

of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements.

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

6. Subcontracts.

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

7. Contract termination: debarment.

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

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

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

9. Breach.

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

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may

require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific

or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

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

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

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) *Reporting on Utilization of Subject Inventions*

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or

use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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

as follows (Architecture Firm's Address):

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

CLEAN AIR ACT

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

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

FEDERAL WATER POLLUTION CONTROL ACT

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

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

DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, August 31, 2022

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

Please direct questions to **Mistey Reeves, Assistant Purchasing Agent** at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: dclark@co.jefferson.tx.us.

3.3 COURTHOUSE SECURITY.

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

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures recommended by the CDC within its facilities. Visitors to the courthouse will be required to wear a mask within the courthouse.

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2022).

January 17, 2022	Martin Luther King, Jr. Day	Monday
February 21, 2022	President's Day	Monday
April 15, 2022	Good Friday	Friday
May 30, 2022	Memorial Day	Monday
July 4, 2022	Independence Day	Monday
September 5, 2022	Labor Day	Monday
November 11, 2022	Veteran's Day	Friday
November 24 & 25, 2022	Thanksgiving	Thursday & Friday
December 23 & 26, 2022	Christmas	Friday & Monday
January 2, 2023	New Year's	Monday

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

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

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

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

3.6 PRE-PROPOSAL CONFERENCE.

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

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at mreeves@co.jefferson.tx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark**, Purchasing Agent at dclark@co.jefferson.tx.us or faxed at: 409-835-8456.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Wednesday, August 24, 2022.**

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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

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

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

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

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 28.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<div style="border: 2px solid black; padding: 5px;"> OFFICE USE ONLY </div>																	
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p>**YOUR FIRM NAME HERE**</p>																			
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p>**JEFFERSON COUNTY, TEXAS*</p>																			
<p>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.</p> <p>**BID/CONTRACT/PO NUMBER GOES HERE**</p>																			
<p>4</p> <p style="text-align: center;">Name of Interested Party</p>	<p style="text-align: center;">City, State, Country (place of business)</p>	<p style="text-align: center;">Nature of Interest (check applicable)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Controlling</th> <th style="width: 50%; text-align: center;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> </tr> </tbody> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
<p>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p>																			
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>																			
<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																			
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE. THE WEBSITE FOR REGISTRATION IS SAM.GOV.

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

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Architectural Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide architecture services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 33 of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

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

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

Firm's Staff Qualifications.....10 points

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
**Respondent: Please complete this form
and include with RFQ submission.**

VENDOR REFERENCES FORM

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

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFQ Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
**Respondent: Please complete this form
and include with RFQ submission.**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official *(Please Print)*

Date

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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 (RFQ) 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., "RFQ-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award		Report Type: _____ a. initial filing b. material change	
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known:			If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: 		
Congressional District, if known:			Congressional District, if known:		
Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, 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)		

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p align="center">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____</p> <p align="center">Date</p> </div> </div>		

Adopted 8/7/2015

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
Respondent: Please complete this form and include with RFQ submission.

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date**REQUIRED FORM**

**Respondent: Please complete this form
and include with RFQ submission.**

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

Sworn to and subscribed before me
this _____ day of
_____, 2022

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

()

TELEPHONE NUMBER

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

**Respondent: Please complete this form
and include with RFQ submission.**

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

CONTRACT - RFP 22-025

Prepared for:

Jefferson County Texas

Prepared by:

Rodney Hyde

Contract

This agreement made this [Date] day of [Month] , 2022, by and between the County of Jefferson, Texas represented by the County Judge, party of the first part, and Enterprise Systems Corporation his/their executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the County desires to enter into a contract for RFP 22-025/DC, Upgrade of the Jefferson County Nortel/Avaya CS1000B+CS100008 phone system as shown and described in the Contract Documents (to include plans, drawings, specifications, addenda, special provisions, and this Contract documents itself) included herein, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included in the Contract Documents, and special provisions now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at his own proper cost and expense, all the work necessary for project completion as shown and described in the plans and in accordance with the provisions of the plans, drawings, specifications, addenda, and special provisions which are a part of this contract.

CONTRACTOR'S REPRESENTATIONS:

In order to induce Jefferson County to enter into this Agreement, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents (including plans, drawings, specifications, addenda, special provisions) identified in the Bidding Documents.

Contractor has visited the Site and/or become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor is aware of the general nature of any work to be performed by Jefferson County and the others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Jefferson County written notice of all conflicts, errors, ambiguities, or discrepancies that contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer or Purchasing Department is

acceptable to the Contactor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACT PRICE:

Jefferson County shall pay Contractor the lump sum amount of \$ **[744,839.01]** for completion of the Work in accordance with Contract Documents including plans, specifications, addenda, and special provisions for Project: RFP 22-025/DC, Upgrade of the Jefferson County Nortel/Avaya CS1000B+CS100008 phone system

Project Change control will be the responsibility of the PM to work with the customer, ESC Account Executive {AE} and other ESC associates to facilitate and obtain approval of the change{s} to the project. No new work will begin until a signed copy of the Change Control Form is received by the ESC PM with all the appropriate sales documentation completed.

Project deliverable and assumption detail is covered extensively in document Enterprise Systems Corporation Quote # 002919

Payment terms are 50 percent upon execution, 40 percent upon delivery of hardware and software and 10 percent upon completion and acceptance of project deliverables.

CONTRACT TIMES:

Time for completion of this contract shall be calculated beginning on the effective date given in the Notice to Proceed.

The County, in consideration of the full and true performance of said work by the Contractor, hereby agrees and binds itself to pay the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement, or in compensation for services in connection therewith, any brokerage commission or percentage upon the amount receivable by him hereunder; and that he has not in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from all obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County or for deduction from any sum due or to become due thereunder an amount equal to any brokerage commission or percentage so paid or agreed to be paid or both.

In the employment of labor in the performance of this contract, preference shall be given, other conditions being equal, to honorably discharged service personnel, but no other preference or discrimination among citizens of the United States shall be made.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the construction



Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

COUNTY OF JEFFERSON

Party of the First Part

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs hereto approved and authorized by the Commissioners' Court of Jefferson County:

By: _____

Jeff R. Branick, County Judge

CONTRACTOR

Party of the Second Part

By: **Rodney Hyde, President**

Printed Name & Title

Signature

Enterprise Systems Corporation

Rodney Hyde, President

Firm/Company Name

ATTEST:

Signature

Laurie Leister, County Clerk

DATE:

8-9-22



Solution Overview

Project Overview

Jefferson County "customer" has a centralized Avaya CS1000 PBX system supporting multiple sites with IP, digital and analog devices, located at and known as The Courthouse (or Pearl Street). Avaya Messaging will be migrated to PLDS and upgraded as part of this solution. There are numerous sites located throughout the county that are also networked to The Courthouse. Algo paging devices will be integrated to the existing Valcom Paging solution IP enabling the legacy analog devices. Jefferson County has a Telstrat Call Recording solutions supporting call recording and the Sheriff's Office.

Our solution provides for 1500 IP Endpoint licenses (with an expansion of 20%), 317 analog endpoints (known as basic), 6 Media Gateways and 14 analog gateways. The Office Lynx Version 10.5 will be upgraded and migrated to Avaya Messaging Release 11.

The media gateways, analog media modules and phones (J159) are provided by Avaya. The paging interfaces (6) are Algo Paging IP adapters and the 14 Analog Gateways are manufactured by Grandstream.

The purpose of this statement of work is to outline specific responsibilities and deliverables required by Enterprise Systems to execute this objective.

Enterprise Systems will provide a tie-line between the existing Nortel System and the New Avaya platform to allow for call traffic to continue during the project. The intent is to migrate users at the remote sites during Week 1 and Week 2 culminating in migrating the Courthouse (core) and the Jail (Secondary) at the end of week 2.

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Annual Subscription and Hardware Support Year 1		Price	Qty	Ext. Price
405416	UC BASIC LICENSE FIXED SUBS ADJ LP	\$12.90	317	\$4,089.30
405418	UC CORE LICENSE FIXED SUBS ADJ LP	\$35.08	1500	\$52,620.00
405787	CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$273.10	1	\$273.10
405793	3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$0.00	271	\$0.00
230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$440.16	3	\$1,320.48
230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD	\$369.73	3	\$1,109.19
230020	SA PARTS NBD SUPT CM SMALL SERVER 3YR AN PREPD	\$290.57	1	\$290.57
351655	SA PREFER SUPT AVAYA MSG R11 ADV ST 3YR AN PREPD	\$9.95	1000	\$9,950.00
3 Year Avaya Software Subscription hardware replacement (excludes stations) billed annually.				
911INFLDSBA SE	911INFORM LDS BASE PACKAGE-ANNUAL SUBSCRIPTION	\$4,750.00	1	\$4,750.00
911INFORM UL	911INFORM USER LICENSES-ANNUAL SUBSCRIPTION	\$9,365.00	1	\$9,365.00
911INFORM SUP	911INFORM SOFTWARE SUPPORT-ANNUAL SUBSCRIPTION	\$2,295.00	1	\$2,295.00
911 Inform billed annually.				
			Subtotal:	\$86,062.64

Phone: (713) 343-1212

Email: rhyde@enter-sys.com

Web: www.enter-sys.com

Annual Subscription and Hardware Support Year 2		Price	Qty	Ext. Price
405416	UC BASIC LICENSE FIXED SUBS ADJ LP	\$12.90	317	\$4,089.30
405418	UC CORE LICENSE FIXED SUBS ADJ LP	\$35.08	1500	\$52,620.00
405787	CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$273.10	1	\$273.10
405793	3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$0.00	271	\$0.00
230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$440.16	3	\$1,320.48
230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD	\$369.73	3	\$1,109.19
230020	SA PARTS NBD SUPT CM SMALL SERVER 3YR AN PREPD	\$290.57	1	\$290.57
351655	SA PREFER SUPT AVAYA MSG R11 ADV ST 3YR AN PREPD	\$9.95	1000	\$9,950.00
3 Year Avaya Software Subscription hardware replacement (excludes stations) billed annually.				
911INFLDSBA SE	911INFORM LDS BASE PACKAGE-ANNUAL SUBSCRIPTION	\$4,750.00	1	\$4,750.00
911INFORM UL	911INFORM USER LICENSES-ANNUAL SUBSCRIPTION	\$9,365.00	1	\$9,365.00
911INFORM SUP	911INFORM SOFTWARE SUPPORT-ANNUAL SUBSCRIPTION	\$2,295.00	1	\$2,295.00
911 Inform billed annually.				
			Subtotal:	\$86,062.64

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Annual Subscription and Hardware Support Year 3		Price	Qty	Ext. Price
405416	UC BASIC LICENSE FIXED SUBS ADJ LP	\$12.90	317	\$4,089.30
405418	UC CORE LICENSE FIXED SUBS ADJ LP	\$35.08	1500	\$52,620.00
405787	CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$273.10	1	\$273.10
405793	3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$0.00	271	\$0.00
230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD	\$440.16	3	\$1,320.48
230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD	\$369.73	3	\$1,109.19
230020	SA PARTS NBD SUPT CM SMALL SERVER 3YR AN PREPD	\$290.57	1	\$290.57
351655	SA PREFER SUPT AVAYA MSG R11 ADV ST 3YR AN PREPD	\$9.95	1000	\$9,950.00
3 Year Avaya Software Subscription hardware replacement (excludes stations) billed annually.				
911INFLDSBA SE	911INFORM LDS BASE PACKAGE-ANNUAL SUBSCRIPTION	\$4,750.00	1	\$4,750.00
911INFORM UL	911INFORM USER LICENSES-ANNUAL SUBSCRIPTION	\$9,365.00	1	\$9,365.00
911INFORM SUP	911INFORM SOFTWARE SUPPORT-ANNUAL SUBSCRIPTION	\$2,295.00	1	\$2,295.00
911 Inform billed annually.				
			Subtotal:	\$86,062.64

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Courthouse		Price	Qty	Ext. Price
405362641	POWER CORD USA	\$10.58	4	\$42.32
700394661	MM711 ANALOG MEDIA MODULE RHS	\$736.00	1	\$736.00
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$1,380.00	8	\$11,040.00
700506955	G450 MP160 MEDIA GATEWAY	\$4,841.50	2	\$9,683.00
700507394	G450 R2 POWER SUPPLY	\$460.00	2	\$920.00
700512394	J159 IP PHONE	\$121.48	785	\$95,361.80
700512394	J159 IP PHONE (SPARES)	\$121.48	50	\$6,074.00
			Subtotal:	\$123,857.12

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Jail		Price	Qty	Ext. Price
405362641	POWER CORD USA	\$10.58	2	\$21.16
700394661	MM711 ANALOG MEDIA MODULE RHS	\$736.00	1	\$736.00
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$1,380.00	3	\$4,140.00
700506955	G450 MP160 MEDIA GATEWAY	\$4,715.20	1	\$4,715.20
700507394	G450 R2 POWER SUPPLY	\$460.00	1	\$460.00
700508924	S8300E SERVER	\$1,656.00	1	\$1,656.00
700512394	J159 IP PHONE	\$121.48	192	\$23,324.16
Subtotal:				\$35,052.52

Sub-Courthouse		Price	Qty	Ext. Price
405362641	POWER CORD USA	\$11.11	1	\$11.11
700394661	MM711 ANALOG MEDIA MODULE RHS	\$736.00	1	\$736.00
700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS	\$1,380.00	1	\$1,380.00
700512173	G430 MP40 MEDIA GATEWAY GSA	\$966.00	1	\$966.00
700512394	J159 IP PHONE	\$121.48	102	\$12,390.96
Subtotal:				\$15,484.07

Juvenile		Price	Qty	Ext. Price
405362641	POWER CORD USA	\$11.11	1	\$11.11
700394661	MM711 ANALOG MEDIA MODULE RHS	\$736.00	1	\$736.00
700512173	G430 MP40 MEDIA GATEWAY GSA	\$966.00	1	\$966.00
700512394	J159 IP PHONE	\$121.48	76	\$9,232.48
Subtotal:				\$10,945.59

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Adult Probation		Price	Qty	Ext. Price
405362641	POWER CORD USA	\$11.11	1	\$11.11
700394661	MM711 ANALOG MEDIA MODULE RHS	\$736.00	1	\$736.00
700512173	G430 MP40 MEDIA GATEWAY GSA	\$966.00	1	\$966.00
700512394	J159 IP PHONE	\$121.48	80	\$9,718.40
			Subtotal:	\$11,431.51

Additional Sites - Endpoints				Price	Qty	Ext. Price
JP Pct.7/Mosquito Control 7933 Viterbo Beaumont 77705						
700512394	J159 IP PHONE			\$121.48	50	\$6,074.00
Port Arthur Public Health/Adult Probation 880 4th Street Port Arthur 77640						
700512394	J159 IP PHONE			\$121.48	50	\$6,074.00
ALGO8301	ALGO SIP TO ANALOG PAGING INTERFACE			\$0.00	1	\$0.00
Port Arthur Juvenile/Veterans 900 4th Street Port Arthur 77640						
700512394	J159 IP PHONE			\$121.48	13	\$1,579.24
Road & Bridge Pct 1 1201 W Hwy 90 China 77613						
700512394	J159 IP PHONE			\$121.48	13	\$1,579.24
ALGO8301	ALGO SIP TO ANALOG PAGING INTERFACE			\$0.00	1	\$0.00
Road & Bridge Pct 2 7759 Viterbo Beaumont 77705						
700512394	J159 IP PHONE			\$121.48	17	\$2,065.16
ALGO8301	ALGO SIP TO ANALOG PAGING INTERFACE			\$0.00	1	\$0.00
Road & Bridge Pct 3 5700 Jade Port Arthur 77640						
700512394	J159 IP PHONE			\$121.48	7	\$850.36

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Additional Sites - Endpoints				Price	Qty	Ext. Price
ALGO8301	ALGO SIP TO ANALOG PAGING INTERFACE			\$0.00	1	\$0.00
Road & Bridge Pct 4 7780 Boyt Road Beaumont 77713						
700512394	J159 IP PHONE			\$121.48	13	\$1,579.24
ALGO8301	ALGO SIP TO ANALOG PAGING INTERFACE			\$0.00	1	\$0.00
Mid-County Tax Office 4605 Jerry Ware Beaumont 77705						
700512394	J159 IP PHONE			\$121.48	16	\$1,943.68
Airport - Jerry Ware Terminal 5000 Jerry Ware Beaumont 77705						
700512394	J159 IP PHONE			\$121.48	20	\$2,429.60
Narcotics Division 4640 Hanger Dr Beaumont 77705						
700512394	J159 IP PHONE			\$121.48	46	\$5,588.08
Airport - New Terminal 6000 Airline Dr Baumont 77705						
700512394	J159 IP PHONE			\$121.48	5	\$607.40
JP/Constable Pct 4 19217 Hwy 365 Beaumont 77705						
700512394	J159 IP PHONE			\$121.48	13	\$1,579.24
Sheriff's Dept - Marine Division 5950 South 1st Av Sabine Pass 77655						
700512394	J159 IP PHONE			\$121.48	8	\$971.84
HT802	Grandstream VoIP-ANALOG Gateway - 1 x RJ-45 - 2 x FXS - PoE Ports - Fast Ethernet			\$0.00	14	\$0.00
Subtotal:						\$32,921.08

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Avaya Messaging Upgrade		Price	Qty	Ext. Price
403221	AVAYA MESSAGING MODEL UPG ADDS	\$0.00	1	\$0.00
410019	AVAYA MESSAGING R11 CONSOLIDATED SERVER TRACKING	\$0.00	1	\$0.00
410041	AVAYA MESSAGING R11 CONTENT SYNCH ENGINE TRACKING	\$0.00	1	\$0.00
410705	AV MSG R11 ADVANCED SEAT ENTITLEMENT ENSA MIGRATION LIC:NU	\$0.00	1000	\$0.00
Subtotal:				\$0.00

Call Recording Upgrade		Price	Qty	Ext. Price
INST-UPG-10	Engage Professional Services Remote Installation New Engage VM	\$3,300.00	1	\$3,300.00
INST-UPG-12	Admin training for Major Software Upgrade	\$1,320.00	1	\$1,320.00
INST-IVR-100	Engage Upgrade and Data Migration Prof Services	\$1,980.00	1	\$1,980.00
INST-IVR-101	Voice Platform Migration Prof Services	\$3,300.00	1	\$3,300.00
INST-UPG-10	Engage Professional Services Remote Upgrade - Cust 911 Radio Interface	\$1,980.00	1	\$1,980.00
INST-UPG-12	Admin training for Major Software Upgrade 911 Radio Interface	\$1,320.00	1	\$1,320.00
Subtotal:				\$13,200.00

Services		Price	Qty	Ext. Price
PRJIMP	PROJECT LABOR	\$211,690.45	1	\$211,690.45
911INFIMP	911INFORM INSTALLATION AND SETUP SERVICES	\$15,318.75	1	\$15,318.75
PERBOND	PERFORMANCE BOND	\$16,750.00	1	\$16,750.00
Subtotal:				\$243,759.20

Project Management

Project Organization

The Enterprise Systems Corp (ESC) Project Management Team is charged with leading the project implementation for the solution that the customer has purchased from start to finish. The ESC Project Manager (PM) will bring additional ESC Resource Teams into the project and assign tasks as required by this SOW. These additional team members will report to the ESC PM for this project and report all updates to the ESC PM weekly.

ESC Project Manager Responsibilities

ESC will assign a Project Manager (PM) who is responsible for overseeing the project from start to finish. The PM will be the single point of contact (SPOC) for the customer from SOW signing forward regarding system implementation. The PM will direct the implementation team to ensure the milestone dates and the requested upgrade date are met. Project Management activities may be completed remotely via teleconference. These activities may include, but are not limited to:

- ≠ Project kick-off meeting with Customer's Single Point of Contact
- ≠ Project Plan and Milestone Schedule
- ≠ Environmental Specifications provided to Customer
- ≠ Equipment delivery and inventory coordination
- ≠ Managing change requests with the ESC Account Executive
- ≠ Project Status Updates
- ≠ Cutover Support
- ≠ First Day of Business Support

Customer Responsibilities

The Customer will be required to assign a person who will be the single point of contact (SPOC) for the project from start to finish. Customer responsibilities will be as follows:

- ≠ Assign a SPOC as project coregister the system and ordinator to work with ESC PM to be responsible for customer activities, milestone responsibilities, and project planning
- ≠ Accept shipment of equipment and provide secure location for storage
- ≠ Provide equipment room and power to meet specifications
- ≠ Provide rack space and shelves for equipment or server installation according to specific hardware specifications
- ≠ For converged systems with IP endpoints, complete a Network Readiness Assessment, or signed Network Assessment Waiver
- ≠ Provide facility and system access for ESC resources
- ≠ Notwithstanding any provision in the Agreement to the contrary, the Services representing the Project shall be invoiced in accordance with the payment milestone schedule specified in the proposal.

Project Change Control

Project Change control will be the responsibility of the PM to work with the customer, ESC Account Executive (AE) and other ESC associates to facilitate and obtain approval of the change(s) to the project. No new work will begin until a signed copy of the Change Control Form is received by the ESC PM with all the appropriate sales documentation completed.

Project Escalation

The ESC Project Escalation Process is a clearly defined internal and external process. The Customer Escalation document will be provided to you by the assigned Project Manager and contains all names, telephone numbers and e-mail addresses of all ESC personnel in the management escalation. If the customer requires an escalation based on an issue, Customer's first contact should be with the ESC PM. If

Customer feels that further escalation is necessary, it is the Customer's right to escalate as Customer sees appropriate.

Project Communication Plan

The Project Communication Plan that is followed by the ESC PM is meant to give clear and concise updates to the customer on all aspects of the ongoing project. On a weekly basis the ESC PM will update the customer SPOC on all activities that are going to occur and the expected outcome. If the project is a larger and/or longer-term project the agreed method of communication and the frequency of the project updates will be agreed upon by both parties.

PROJECT STAGES

PLANNING AND DESIGN

Project Kickoff

Internal Meeting - The purpose of the ESC Internal Project Kickoff Meeting is to have a detailed review to understand all aspects of the project for a clean handoff to the implementation team.

External Meeting - The purpose of the Customer Project Kickoff meeting, held via conference call unless otherwise specified, is for ESC PM and the Customer to initiate the project, review scope, milestones and schedule, and to understand the roles and deliverables of each project team member. ESC and Customer will review the required tasks and responsibilities of the Customer and of ESC that will be necessary in order to achieve a successful implementation.

Project Work Hours

Most of the ESC implementation activities will be completed during working hours, between 8 am and 5 pm, local time of the site location, Monday through Friday, excluding ESC designated holidays. Cutover activities will be performed after hours. Any work performed Saturday or Sunday may incur overtime charges. Any activities requested during or on ESC designated holidays will require prior approval and will incur premium charges.)

Site Requirements

ESC will provide the customer with the appropriate site requirements, including power, grounding and HVAC requirements for the equipment that ESC is providing. The customer will be responsible for meeting these site requirements. The customer will be responsible for determining and meeting the appropriate site requirements for all customer provided equipment.

System IP Requirements

The ESC Engineer will hold an engineering meeting with the customer's SPOC to review the IP Network if required per Solution Description Statement. The customer will be required to provide the necessary IP Networking schema. Enterprise Systems will be available to answer questions regarding recommended network configurations during Pre and Post Installation.

Customer is responsible for providing the network design for approval before the scheduled implementation date. Upon review of the design, Enterprise Systems may require customer to change certain things in order to properly support VoIP. Customer is responsible for making those changes.

- ≠ An accurate, current Network Diagram is required.
- ≠ Due to the wide variety of firewalls, customer will be responsible for configuring firewall(s) to allow communication between IP Equipment and Network.
- ≠ Due to the wide variety of routers and switches, customer will be responsible for configuring router(s) and switch(es) to allow communicate between the IP Equipment and Network. Customer will be responsible to ensure routing equipment is provisioned to prioritize the voice IP packets over any network medium.
- ≠ Customer will ensure all network equipment has been upgraded to the recommended software/firmware level to support the implementation.
- ≠ Best practice calls for voice equipment to reside on a separate VLAN or dedicated network. Customer should ensure VLANs are provisions using 802.1p and 802.1q to prioritize voice over application data.

- ≠ Customer's routers and switches should be manageable to allow proper configuration of Quality of Service (QoS).
- ≠ Customer is responsible for providing a qualified contact person to assist with remote access issues and configuration/hardware remediation where necessary.
- ≠ Customer is responsible for Domain Name Server (DNS) administration.
- ≠ When required, or preferred, customer will provide third party security certificates.

PROJECT IMPLEMENTATION

Site Survey

The ESC PM will work with the customer's SPOC to determine if a site survey is required. If one is required, a local technician resource will complete a site survey prior to equipment delivery. Activities may include, but are not limited to:

- ≠ Equipment room inspection
- ≠ Verification of power requirements
- ≠ Verification of electrical grounding requirements
- ≠ Verification of environmental specifications
- ≠ Validating wiring MDF and IDFs/type of terminations/telecommunication demarcations

Solution Staging Process

ESC stages most provided equipment, hardware, servers and applications prior to installation. If staging cannot occur within a reasonable time due to an expedited order, the equipment may be configured and installed directly on customer site.

System Network Translations

The ESC PM will coordinate with the customer and ESC Resources to schedule time for system reviews so that ESC Resource Teams can gather all the required information for the implementation.

Documentation may be collected via workbook, spreadsheet, or other electronic method. Customer agrees to fill out and return information as expeditiously possible to meet schedule milestones.

Installation

Hardware and Software Installation will be in accordance with Solution Deployment Statement

Hardware Installation

The ESC Technician will complete the following tasks during installation:

- ≠ Unpack, inspect, and inventory hardware
- ≠ Install hardware and connect all adjuncts included in the associated Service Descriptions
- ≠ Install any software and/or firmware included in the associated Service Descriptions
- ≠ Install UPS (if applicable and included in the associated Service Descriptions)
- ≠ Observe units upon power up and verify successful completion of self-test diagnostics

Remote Access

If remote access is required for alarming, administration, and/or provisioning, ESC will verify connectivity to a remote access modem or remote access server. It is the customer's responsibility to provide remote access lines or network access, as required.

TESTING

Upon completion of the installation of the solution, the system will be tested with the customer and the required ESC Teams. ESC will provide a test plan based upon the components of the solution provided. Functionality testing specific to the customer will need to be provided by the customer and agreed upon by the project team. The customer will be required to participate in the functionality testing.

KNOWLEDGE TRANSFER

Training for end-users and Administrators in accordance with Solution Deployment Statement. Training may be delivered remotely and will be conducted on consecutive days, Monday through Friday during standard business hours.

SOLUTION CUT-OVER

ESC will cut over the customer solution at a time that is mutually agreed upon by the Parties. ESC will provide the required resources via remote access or onsite, as detailed in this SOW. Prior to this, the customer and the ESC PM will agree on a “freeze” for any changes that need to be made to the existing system, if upgrading, or migrating to a new system. During the cutover no major changes will be made to the configuration of the system.

PROJECT CLOSURE**Final Registration**

The ESC PM will coordinate final registration with the manufacturer to register the system and its remote access. This will be conducted during the initial setup of the solution or during cutover of the solution.

Customer Documentation

Upon completion of the project, a complete set of all applicable customer documentation, drawings, spreadsheets and any other pertinent information that was utilized during the system implementation will be e-mailed to the customer.

Milestone Mockup

Jefferson Milestones (Preliminary Mockup)

	Begin	End
Contract Award	DAY 1	
Project Kickoff	DAY 2	DAY 7
Discovery and Design Phase		
Site Verification and Walkthrough	DAY 8	DAY 12
Data Gathering		
Avaya Equipment and Inventory	DAY 8	DAY 12
Staging Phase		
Customer Recieves VM hardware and provisions	August	7 DAYS
Preconfigure Server	TBD*	
Install Media Gateways and Modules	TBD*	7 DAYS
Install Server Application Modules	TBD*	21 DAYS
Prepare OfficeLynx for Messaging Migration	TBD*	21 DAYS
Telstrat (Mfg) to upgrade and provision Call Recording	TBD*	14 DAYS
Engage 911 Inform for 911 provisioning	TBD*	14 DAYS
Integrate dialplan between CS1000 and New Avaya Aura Complex	TBD*	4 DAYS
Deployment and cutover phase		
Schedule remote sites for migration from CS1K to Avaya Aura		
End User Training	TBD*	14 DAYS
Migrate Remote Sites	TBD*	10 DAYS
Schedule Courthouse and Jail for migration		
Migrate Courthouse and Jail	TBD*	4 DAYS
Administration Training	TBD*	7 DAYS
Project Closure	TBD*	5 DAYS

TBD* is dependent upon Dell Server receipt and provisioning by Jefferson County

SDS - Avaya Aura

SOLUTION DELIVERY STATEMENT- CS1000 MIGRATION TO AVAYAAURA IN CUSTOMER VM ENVIRONMENT

Conduct a platform migration of CS1000 to Avaya Aura CM Main duplex server Release 8.1.x release in customer virtualized environment. Existing call routing and stations be rebuilt in new platform. The migration will be performed with a phased approach with location and timeframes to be negotiated during project planning.

The following application servers are included in this migration:

- ≠ Avaya Communication Manager (Duplex) - Courthouse
- ≠ Avaya System Manager - Courthouse
- ≠ Avaya Session Manager - Courthouse
- ≠ Avaya Branch Session Manager - Jail
- ≠ Avaya Enablement Services Server - Courthouse
- ≠ Remote Survivable Server - Jail
- ≠ Avaya Session Border Controllers - Courthouse and Jail
- ≠ Upgrade Avaya Messaging - Courthouse
- ≠ Upgrade Call Recording Server - Courthouse
- ≠ Media Gateways - As identified

Project Scope:

Enterprise Systems (ESC) Deliverables

ESC will:

- ≠ Conduct a system review with customer.
- ≠ Gather required information to be prepared for the migration process.
- ≠ Install application software on customer provided VM Servers Avaya Product Licensing and Delivery system and authentication files.
- ≠ Rebuild current call flows and update them to the new software and server platform.
- ≠ Install media gateways, media modules and handsets.
- ≠ Install Algo Paging interfaces to accommodate existing Valcom Paging infrastructures
- ≠ Test hardware, software and applications as defined during Planning and Design Stage.
- ≠ Provision necessary templates for 911 Inform Call Notification System
- ≠ Support customer with activating the new system.

Customer Responsibilities

- ≠ Be available during the migration and upgrade process.
- ≠ Ensure that non-Avaya adjuncts which are connected to Communication Manager, are compatible with the target software version of Communication Manager.
- ≠ Back-up all system data to a server on the customer local area network (LAN) prior to Avaya performing the migration or upgrade.
- ≠ Provide a representative to support go-live.

Project Scope Assumptions and Exclusions

- ≠ The following is excluded:
- ≠ Product training certification and installation training.
- ≠ Avaya AAEP Server (IVR) and EMC are not in production and not included in this project

SDS - Avaya Media Gateways

SOLUTION DELIVERY STATEMENT- AVAYAAURA MEDIA GATEWAYDEPLOYMENT

Provide physical installation and configuration of G430 AND G450 Media Gateways
All Services are delivered during standard business hours.

DESCRIPTION OF SERVICE

Implementation

Enterprise Systems will implement and/or configure the following:

- ≠ Implement media gateways and Power Supplies
- ≠ Verify connectivity to gateways or back-up servers, if required.
- ≠ Provide appropriate version of application software.
- ≠ Install Analog Circuit Packs
- ≠ Install firmware updates on gateways, circuit packs and media modules, as applicable.
- ≠ Connect 25 ft Cable Assembly and terminate to wall
- ≠ Perform station cross-connects

Validation and Testing

Enterprise Systems will:

- ≠ Validate Gateway Registration
- ≠ Port assignment program capability

****Additional testing cases and UAT are the responsibility of the customer.**

Responsibilities

General Responsibilities - Customer

- ≠ Provide space for rack-mountable hardware.
- ≠ Provide and install main distribution frame (MDF) or wall field for station wire terminations.
- ≠ Provide all station, riser, feeder and inter-building cable and wire and verify that all meet industry standards.
- ≠ Ensure that the network circuits are fully extended, terminated, labeled and tested per industry standards.
- ≠ Coordinate network testing date and time and obtain signaling, framing and network programming information from network vendor
- ≠ Provide .wav files, if required.
- ≠ Provide a representative to support go-live
- ≠ Provide a USB keyboard, mouse and monitor during installation, if necessary.

General Responsibilities - Enterprise Systems

- ≠ Application Install and Configuration
- ≠ Create and download license file from PLDS, if applicable.

≠ Register/Update system with the Avaya Global Registration Tool.

EXCLUSIONS

- ≠ Installation or testing of Customer-provided components.
- ≠ Product training certification and installation training.
- ≠ Resolving inter-operability issues with Customer's third-party vendors.
- ≠ Providing any engineering, or re-engineering, of existing equipment, whether previously supplied by Avaya or by third-party vendors.
- ≠ Resolve network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, etc.
- ≠ Installation, configuration, tuning or any kind of troubleshooting of VMware provided technology and applications.
- ≠ Any additional functionality not mentioned in the scope

SDS - Avaya Session Border Controllers

SOLUTION DELIVERY STATEMENT- Avaya SESSION BORDER CONTROLLER SERVICES

Implement Avaya Session Border Controller supporting maximum licensed capacity for session initiation protocol (SIP) sessions for trunking in a High Availability configuration on customer provided virtual platform .Service affecting services are delivered outside standard business hours.

Session Border Controllers provides the following features:

- ≠ SIP Trunking
- ≠ Remote Worker connectivity
- ≠ Encryption
- ≠ High Availability Options

DESCRIPTION OF SERVICE

Implementation

Enterprise Systems will perform the following services involved with implementing and/or configuring the following:

- ≠ Review high-level network topology and complete SBCE technical requirements with customer.
- ≠ Perform a test plan, to verify installation and basic functionality
- ≠ Generate and install Avaya license file for Session Border Controller.
- ≠ Configure Session Border Controller and provision system parameters based on planning forms.
- ≠ Configure the Element Management System Application
- ≠ Validate SBC connectivity to customer network, internet protocol (IP) data, signaling and management networks
- ≠ Provision Avaya System for SIP Trunking
- ≠ Review and consult with customer regarding additional trunk groups, dial plans and call routing
- ≠ Provision Trunk group and dial plan changes
- ≠ Perform test calls to validate basic call flows through the SBC Server(s)
- ≠ Conduct functional end-to-end testing.
- ≠ Perform any related required troubleshooting
- ≠ Verify functionality and communication from Element Management System application to the Session Border Controller
- ≠ Review basic system functionality and configuration parameters
- ≠ Decommission PRI Trunk Connectivity
- ≠ Provide up to two hours of implementation support next business day
- ≠ Work may be performed remotely
- ≠ Some work may be performed after local normal working hours

The following features or options are excluded:

- ≠ Deploying remote workers unless specified elsewhere

**Additional testing cases and UAT are the responsibility of the customer.

Knowledge Transfer and Training

Enterprise Systems will provide up to two hours administrative overview of the included features for up to (2) two Administrators.

Responsibilities

General Responsibilities - Customer

- ≠ Provide accurate and current topology maps of wide area network (WAN) and LAND infrastructure, end-point internet protocol addresses, virtual local area network (VLAN) assignments for trusted and un-trusted networks, port assignments and gateway Internet Protocol addresses for the edge routers at each location.
- ≠ Provide dialing plans, numbering schemes and required call routing information.
- ≠ Provide network cabling to the Session Border Controller-terminated to Customer -designated switching platform (slot and port assignments to be provided by customer.
- ≠ Provide networking information requested via installation workbook, prior to deployment.
- ≠ Provide remote access capability, if required, via VPN or remote desktop

General Responsibilities - Enterprise Systems

- ≠ Application Install and Configuration
- ≠ Perform Specific System/Session Manager Configuration.
- ≠ Software updated to the latest Patch level at time of install
- ≠ Patches made available to address issues discovered during installation will be applied at no additional cost
- ≠ Additional Patches after initial install may incur additional charges
- ≠ Apply License and configure connectivity to the licensing server
- ≠ SMGR changes specific to integrating applications that are part of this scope*
- ≠ Generate SMGR certs if applicable
- ≠ Create and download license file from PLDS, if applicable.
- ≠ Register/Update system with the Avaya

EXCLUSIONS

- ≠ Installation or testing of Customer-provided components.
- ≠ Product training certification and installation training.
- ≠ Resolving inter-operability issues with Customer's third-party vendors.
- ≠ Providing any engineering, or re-engineering, of existing equipment, whether previously supplied by Avaya or by third-party vendors.
- ≠ Resolve network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, etc.
- ≠ Installation, configuration, tuning or any kind of troubleshooting of VMware provided technology and applications.
- ≠ Any additional functionality not mentioned in the scope

SDS - Upgrade Avaya Messaging

SOLUTION DELIVERY STATEMENT- AVAYA MESSAGING UPGRADE

Conduct a platform upgrade of One OfficeLync 10.5 Messaging Platform to Avaya Messaging Release 11 on customer provided VM Server

Project Scope:

Enterprise Systems Deliverables

Enterprise Systems will:

- ≠ Conduct a system review with customer.
- ≠ Gather required information to be prepared for the upgrade process.
- ≠ Install application on customer provided VM server and Operating System via Avaya Product Licensing and Delivery system and authentication files.
- ≠ Migrate the current translations and update them to the new software and server platform.
- ≠ Test hardware, software and applications as defined during Planning and Design Stage.
- ≠ Support customer with activating the new system.

Customer Responsibilities

- ≠ Be available during the upgrade process.
- ≠ Back-up all system data to a server on the customer local area network (LAN) prior to Enterprise Systems performing the migration or upgrade.
- ≠ Provide a representative to support go-live.

Project Scope Assumptions and Exclusions

- ≠ For security certificates, Avaya can install third-party certificates if provided by customer. Otherwise, Avaya will obtain the certificates from System Manager (SMGR) Certificate Authority
- ≠ The following is excluded:
 - ≠ Product training certification and installation training.
 - ≠ No addition for gateways, media modules, or more stations
 - ≠ Loading of TLS certificates
 - ≠ Configurations changes and new features enablement are not included.

Call Recording Notes

Expansion Serial#:V2016101251

Licenses Quoted:None – Current License Count (88) Recording Seats

Current Platform:CS1000 (TDM & IP)

Migration:Avaya CM Release 8.1.3 (Single Step Conferencing)

Professional Services:*Jefferson County Sheriff's department is planning on migrating from the current CS1000 to an Avaya CM. This quote includes the necessary professional services required to complete the installation of 5.7.x on new Engage server, upgrade existing Engage from 4.2 to 5.7 required to support a slow migration.*

Note – In order to continue to use the existing Engage server, the current IP users on the CS1000 will be required to migrate at the same time to the Avaya CM. Engage can support both the CS1000 TDM phones and Avaya IP phones on the same platform, but will not support two IP Interfaces

1. Quotation Notes

Thank you for considering our TelStrat Engage WFO call recording and workforce optimization solution! Please take a moment to review key facts about the solution proposed below.

This Engage quotation includes the licenses listed on the cover sheet of this document.

2. Data / Server / Voice Platform Migration

This proposal includes migration of one or more Engage servers. TelStrat performs server migrations either on-site or remotely dependent on the purchased support. The TelStrat server migration procedures are listed below.

- ≠ Server Migration review
- ≠ Site specific detail and required service interruption duration
- ≠ Backup up all customer SQL databases
- ≠ Customer to copy all WAV files from recording cache to the new server
- ≠ Install Engage software on the new server.
- ≠ Reconfigure Engage to connect to the new voice platform
- ≠ Complete testing of all loaded applications

Customer/Distributor Requirements

- ≠ The Migration assumes that all required hardware meets the required minimum specifications

3. Maintenance

- ≠ Warranty and Maintenance Program (Existing System)

Co-terming of Maintenance Term for Expansion Orders. We are now co-terming the expansion order maintenance with the existing system maintenance end date. If this proposal is for an expansion of additional licenses on a current site, please note that the existing system maintenance end date is now provided in this quote as well as the expected order date which you so graciously provided to us. We are quoting Monthly Maintenance fees required to co-term this expansion with their existing system. This will also help ensure that your invoice will match your PO/Order Form and your agreement with your customer. Please be sure to inform your TelStrat Sales Manager of any changes to your expected order date so that we can revise this quote for you.

The Engage application must be under maintenance at the time of the installation and the existing system end date is: April 17, 2022.

4. Training for Major Upgrades

This quote includes training for the end user's staff to familiarize them with the operation of the system. The customer will be responsible for providing an available training / conference room, PC connected to network, projector, and speaker phone if training is provided remotely. The following is a summary description of the training provided.

Administrator Training

Course Summary: In this session, Administrators will be trained on all aspects of the system. This includes:

- ≠ Basic User functions such as Logging In, Searching for calls, Playback/download/email .WAV and/or URL of calls, Live Monitor (if in use), Reports, Dashboards

AUDIENCE: TelStrat recommends a minimum of 2 System Administrators. Example Administrators could include IT/Recorder Support Personnel, Lead Call Center Managers, etc.

ESTIMATED DURATION:
2-3 Hours

LOCATION:
Online Web Conference

- ≠ Setup and User configurations such as setting of recording criteria, creation of accounts and users, management (addition/modify/deletion) of users, agents, ports, groups, dialed numbers etc. depending on site configuration.
- ≠ Maintenance activities such as database back-ups, archiving, SOA Services running on the server and all general knowledge of getting support should troubles or questions arise.
- ≠ Recorder/PBX Communication: For VOIP systems the administrators are shown how to add, remove and modify phones to be recorded. For systems including the TelStrat Application Line Cards (TALC), the system administrators are trained in the operation, configuration, and maintenance of these cards.

5. Server Recommendations

1. Operating Systems

Engage Record supports Windows Server 2016 Standard edition for new deployments; however, a minimum voice platform release may be required depending on your voice platform. Refer to the *Integration Requirements* section of this document for 2012 support. Some deployments support Windows Server 2016. The solution specific notes will note if this version is supported.

Virtual Machine

Virtual Server Compatibility: All installations of Engage come complete with virtual machine (VM) compatibility. Beginning with Engage 5.5 and newer, Engage supports the following virtual server and (Live Migration) environments

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≠ Microsoft Hyper-V Server 2012 R2 or 2016

○ Hyper-V Live Migration

≠ VMware ESXi 4.0 and above

○ vMotion & SRM (Site Recovery Manager)

≠ Citrix XenServer

○ XenMotion

Engage Record is a real time application that records calls as they happen, and the VM / guest resources must meet the same minimum requirements as those of a stand-alone server.

≠ Cores - allocated to Engage Record VM / guest (Reservation – guaranteed minimum CPU allocation for the Engage VM and cores should be assigned from multiple sockets)

≠ Memory – allocated to Engage Record VM / guest (Private – backed by the host memory and not shared)

Warning: Hardware Tap card recording solutions are not supported by VM servers. Spanning recording solutions are supported with VMware, Citrix XenServer or Hyper-V 2012 R2 and above. If spanning or port mirroring is required for call recording, a dedicated physical NIC on the virtual machine host shall be required.

SQL Server

Engage requires Microsoft SQL to store system data. If SQL is not available, Engage will be installed with the free of charge SQL Express edition; however only the most recent 2 million call records will be available when searching for calls.

Mass archive stores any number of call records limited only by available SQL database storage. Mass archive requires one of the following SQL editions (or better)

≠ SQL 2012 Standard or better

≠ SQL 2014 Standard or better

≠ SQL 2016 Standard or better

Customers with an existing SQL server that meets the above version and edition may use that server to host Engage data.

Server Specifications

1 Call Recording Server(s) Required - 88 Seats

Component	Specifications
Operating Systems	Windows Server 2016 Standard ed.
CPU	4 Cores
Memory	12 GB RAM
HDD Partitions	C:\ 100 GB – OS D:\ 150 GB – SQL Database & Web Storage E:\ TBD GB – Voice Cache (Must exceed current space used to allow for voice file migration)
NIC	2

6. Storage

1. On Premise Call Storage (Cache)

When a call recording is created, Engage creates a call record in a MS SQL database and creates a .WAV file in a storage location. This initial storage is referred to as Call Cache, and it can be configured to keep calls for a maximum number of days if desired.

Archiving can be configured to store calls on an external File share such SAN or NAS that is UNC path accessible to Engage for long term retention. Multiple archives can be created to group related calls and each has a configurable retention policy.

≠ Storage Requirements

- Cache must be a Local drive partition, Attached Storage, or Storage Area Network (SAN)

≠ Storage Retention

- Storage estimates assume that each recorded device generates an average of 3.5 hours of call recording per business day with 5 business days per week
- The following are basic guidelines when calculating estimated disk space:
 - G.711 with (GSM) disabled = 18.5 hours of talk time per GB
 - G.729 = 150 hours of talk time per GB
 - G.711 with (GSM) enabled = 180 hours of talk time per GB
 - Engage Capture stores (15) hours of screen recordings per GB
- When calculating actual disk space required, the following is required:
 - Number of calls per device to be recorded per month
 - Average talk time rounded (up) to the whole minute
 - Desired retention period to keep call and screen recordings

≠ SQL Database

- SQL 2012/2014/2016 Express is available for no charge and keeps up to 2M most recent call records. SLQ Express cannot support mass storage archiving.
- Customer Provided SQL 2012/2014/2016 Standard (or better) supports up to 7 Million of the most recent call records in cache. Mass archive can store an unlimited number of call recordings as long as sufficient storage is available.

Note: In the event that SQL is offline call records will be stored locally until connectivity is restored. The call records are then pushed to the SQL server.

2. Customer Provided SAN with Premise Recording

Calls will be archived to customer provided storage area network or Network Attached Storage. A storage location (UNC Path) must be available at time of installation so the mass archive can be setup and tested at time of installation

Customer must provide the following:

- Mass archive storage location (any UNC Path): Network Attached Storage (NAS), SAN, or folder on a remote server.
- Customer provided SQL 2012, SQL 2014, or SQL 2016 (standard or better).

If archiving is enabled, Engage will copy files from cache and store into one or more mass archive location(s). Each mass archive location can be configured with a retention policy in days or can be size limited. Archiving can be scheduled for off peak hours to conserve resources.

Customers may use mass archive to store calls in date ranges and then archive to a media type of their choosing such as DVD, Blue Ray, or Tape Backup if desired.

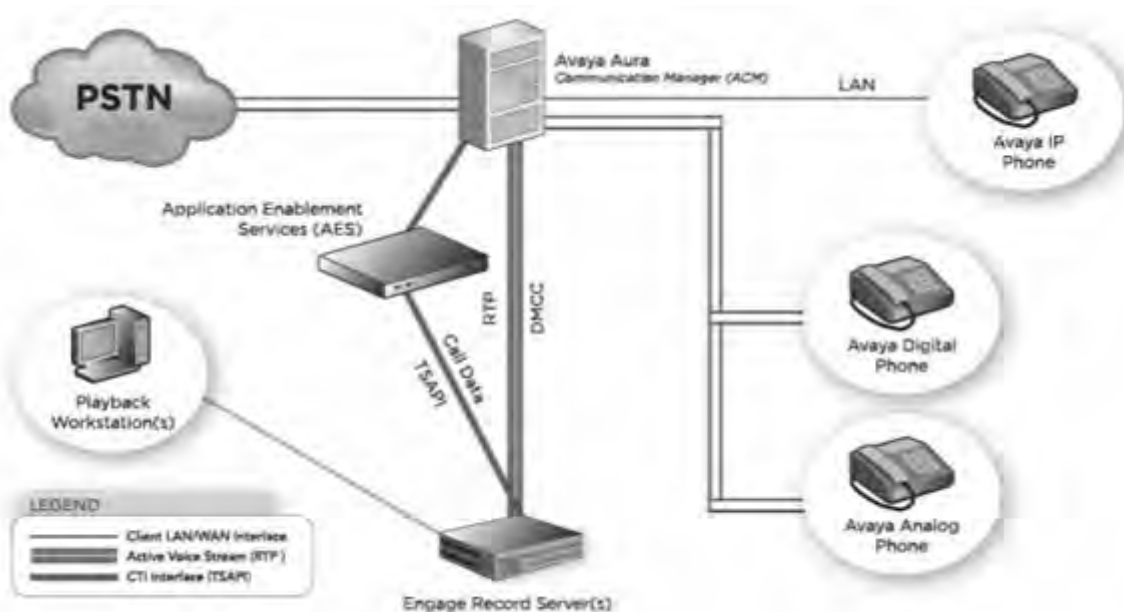
7. Integration to Voice and Contact Center Platform Requirements

Avaya Communication Manager can be recorded utilizing Single Step Conference or Port Mirroring.

Avaya CM - Single Step Conference

In the Single Step Conference method, Engage Record's soft phones are conferenced into recorded calls and the Device, Media, and Call Control API (DMCC) routes the voice packets to the recorder. Call detail and control information is sent to the Engage Record Server from the Avaya Telephony Server API (TSAPI). Single Step Conference supports any VoIP, digital, or analog phone. Consider the lower cost Avaya CM port spanning with TSAPI which now supports DHCP phones and workstations for soft phones and does not require DMCC licenses.

All recorded streams are mono due to the conferencing feature, and port spanning may be preferred for speech analytics deployments desiring speaker separation.



INTEGRATION REQUIREMENTS:

- ≠ **Avaya Aura Communication Manager 3.0 and higher**
- ≠ **Application Enablement Services (AES) Server 3.1 and higher** to provide call data and events.
- ≠ **Contact Center Support**
 - Avaya Elite Contact Center supported with agent ID, unique ID (UCID), UUI
 - SMS Interface supports VDI name and Skillset name (Engage Release 5.3 and higher)
 - AACC-SIP is supported with Engage Release 5.3.1 and higher.
 - "Nodal CCT Contact Centre Voice Terminals" licenses are required on Avaya for Engage to monitor the Agents (Agent ID) for events. One (1) license is required for each AACC agent (Agent ID) that is monitored by Engage.

- ≠ **On Demand Phone soft keys supported for phones that support XML applications**
 - **Start / Stop Recording**
 - **Conversation Save invoked during the call records the call from the beginning**
 - **Do not record key (Optional key to prevent recording during the call)**
- ≠ **Windows Server 2012 on Engage** requires Avaya CM Release 6.3.3 or later.
- ≠ **Windows Server 2016 on Engage** requires Avaya CM Release 7.1 or later.
- ≠ **Two (2) NIC ports** are recommended on the Engage Server to separate the voice network from the data network.
- ≠ **All phone types** are supported including VoIP, digital, or analog phones.
- ≠ **Avaya Recording Licenses** for each phone configured for recording:
 - One (1) TSAPI Basic license per Engage Server for the softphone conferencing.
 - One (1) TSAPI Basic license per monitored phone.
 - One (1) TSAPI Basic license for each concurrent voice stream.
 - One (1) TSAPI Basic license for each Hunt Group
 - One (1) Full DMCC license for each concurrent voice stream.

For example, recording 100 stations would require 201 TSAPI Basic plus 100 DMCC Full licenses.

Note: Single Step Recording may require an **Avaya IP Media Processor** for older Avaya systems that do not already support IP phones. Systems that support IP phones already include this capability.

Avaya CM - Port Spanning with TSAPI

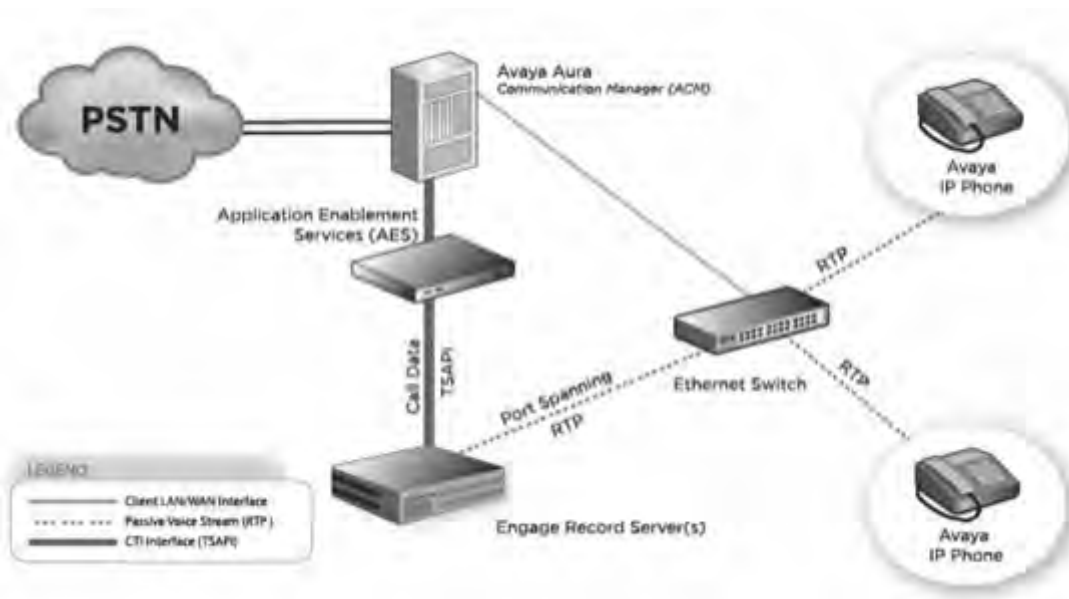
For a high-quality lower licensing cost solution, Engage Record now supports recording of any IP station using port mirroring for DHCP or static devices (IP phones or softphones). All phones to be recorded are port mirrored to a single contact point on the network where the Engage Record Server connects. A second NIC in the Engage Record Server is connected to the Avaya Telephony Server API (TSAPI) for call detail information.

Another benefit of this port spanning method is that the audio streams are recorded in stereo, providing speaker separation- which can be critical for speech analytics applications.

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INTEGRATION REQUIREMENTS:

- ≠ Now supports dynamically learned DHCP IP addresses, Static IP, or MAC address configuration.
- ≠ **Avaya Aura Communication Manager 3.0 and higher**
- ≠ **Application Enablement Services (AES) Server 3.1 and higher** to provide call data and events.
- ≠ **System Management Service (SMS) web service** must be installed to support dynamic learning of DHCP endpoints (Engage Release 5.3 and higher). Static IP or MAC address can be supported without SMS interface.
- ≠ **Contact Center Support**
 - Avaya Elite Contact Center supported with agent ID, unique ID (UCID), UUI, VDI number, skillset number.
 - SMS Interface supports VDI name and Skillset name instead of VDI number and Skillset number (Engage Release 5.3 and higher)
 - AACC-SIP is supported with Engage Release 5.3.1 and higher.
 - "Nodal CCT Contact Centre Voice Terminals" licenses are required on Avaya for Engage to monitor the Agents (Agent ID) for events. One (1) license is required for each AACC agent (Agent ID) that is monitored by Engage.
- ≠ **On Demand Phone soft keys supported for phones that support XML applications**
 - Start / Stop Recording
 - Conversation Save invoked during the call records the call from the beginning
 - Do not record key (Optional key to prevent recording during the call)
- ≠ **Windows Server 2012 on Engage** requires Avaya CM Release 6.3.3 or later.
- ≠ **Windows Server 2016 on Engage** requires Avaya CM Release 7.1 or later
- ≠ **Three (3) NIC ports** are recommended on the Engage Server. One for administration, one for voice network TSAPI, and one for port spanning traffic.
- ≠ Any **Avaya VoIP** or remote phones.
- ≠ **Layer 2 Ethernet switch(es)** with switch port analyzer (SPAN) capabilities.

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≠ **Avaya Recording Licenses:**

- One (1) TSAPI Basic license per Engage Server.
- One (1) TSAPI Basic license per monitored phone.
- One (1) TSAPI Basic license for each Hunt Group

For example, recording 100 stations would require 101 TSAPI Basic licenses plus one per recorded hunt group.

Virtual Machine Requirements

Courthouse

AV MSG Active Consolidated Server	
Resource	Capacity
Minimum Clock Speed	2
CPU	4
RAM	16
Storage	1000
IOPS	250

AV MSG Voice Server Node 1	
Resource	Capacity
Minimum Clock Speed	
CPU	4
RAM	16
Storage	1000
IOPS	250

CM R10 Duplex Profile -- Main	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	1.5
RAM	5
Storage	64
IOPS	10

AAMS R10 Profile 4: 8 vCPUs, 8GB Memory 250GB vDisk	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	8
RAM	8.192
Storage	250
IOPS	100

AADS R10 Profile 1,	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	3
RAM	9.64
Storage	250
IOPS	15

Session Manager R10 (Profile 1)	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	1.5
RAM	5.132
Storage	100
IOPS	15

AES R10 (Profile 1) 9K_BHCC - Main	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	0.5
RAM	4
Storage	55
IOPS	50

CM R10 Duplex Profile -- Main -- Shared	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	1.5
RAM	5
Storage	64
IOPS	10

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System Manager R10 (Profile 2)	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	3
RAM	12
Storage	170
IOPS	44

JAIL

AV MSG Voice Server Node	
Resource	Capacity
Minimum Clock Speed	2
CPU	4
RAM	16
Storage	1000
IOPS	250

CM R10 Simplex Profile 2 -- Remote -- Shared	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	1
RAM	4.5
Storage	64
IOPS	10

AADS R10 Profile 1, Max devices 1,200 -- Shared	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	3
RAM	9.64
Storage	250
IOPS	15

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Session Manager R10 (Profile 1) -- Shared	
Resource	Capacity
Minimum Clock Speed	2.2
CPU	1.5
RAM	5.132
Storage	100
IOPS	15



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CONTRACT - RFP 22-025

Prepared by:

Enterprise Systems

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Fax (713) 343-1250
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Prepared for:

Jefferson County Texas

1149 Pearl St
6th Floor
Beaumont, TX 77701
Jeff Ross
(409) 835-8447
ross@co.jefferson.tx.us

CONTRACT**#: 002919**

Version: 2

Delivery Date: 06/16/2022

Expiration Date: 08/30/2022

Payment terms are based on delivery of equipment (Inventoried) and project milestones

ATTEST
DATE 8-9-22



Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Enterprise Systems

Signature:

Name: Rodney Hyde

Title: President

Date: 06/16/2022

Jefferson County Texas

Signature:

Name: Jeff Branick

Date: 08/09/2022

WEST ORDER FORM

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



THOMSON REUTERS

Check West account status below as applicable:		Rep Name & Number 0169133 Rachel Cicero	
New <input type="checkbox"/> (NACI Form attached)	Existing with Increase Credit Limit <input type="checkbox"/> (NACI Form attached)		
Existing with no changes <input checked="" type="checkbox"/>	Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)		
Acct # 1000104759	Quote #	PO #	Date 7/28/2022
Name/Customer Jefferson County 252nd District Court		Bill To Acct # 1000104759	
Order Confirmation Contact Name Jamey West			
E-Mail jwest@co.jefferson.tx.us			
Password Contact Name (for password delivery) Jamey West			
E-Mail jwest@co.jefferson.tx.us			
Time and Billing Contact Name Jamey West			
E-Mail jwest@co.jefferson.tx.us			
Federal Government Account Type	Non-FEDLINK <input type="checkbox"/>	FEDLINK <input type="checkbox"/>	GSA <input type="checkbox"/>
MSA Jurisdiction TX	Contract # DIR-LGL-CALIR-02	Option # 1B	
Permanent Address Change <input type="checkbox"/> One-Time Ship To <input type="checkbox"/> Additional Ship To <input type="checkbox"/> Additional Bill To <input type="checkbox"/>			
Name _____ Attn: _____			
Address _____ Suite/Floor _____			
City _____ State _____ County _____ Zip _____			

This Order Form is a legal document between Customer and

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Online/CD-ROM/Practice Solutions/Software Products							
Full Svc #	Online/CD-ROM/Practice Solutions/Software Products	Quantity *	Monthly Rate Banded/Base Rate	Per User/Conc. User Rate	Other	Total Monthly Charges	Minimum Term (Months)
	TX MSA Option 1B	2		94		188	
	lapsing option 1A and changing to 1B						
	\$94 until Aug 31 then 98/user/month						
	removing one user (going from 3 to 2)						

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Concurrent Patron Users, Active Legal Holds, and Quantity of Additional Storage

Total Monthly Charges (initial Term) \$ 188

	Online/Practice Solutions/Software Products Subscriptions	
--	--	--

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When your Minimum Term terminates, the following will apply:

Government Customers Post-Minimum Term. At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Customers Only. If you are a non-government customer, your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. as defined below. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

	CD-ROM and Dissomaster Products	
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Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for a Minimum Term of the following 12 complete calendar months. If you have an existing Per User CD-ROM license and are adding additional users with this Order Form, the Minimum Term in your underlying Order Form will apply.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates, replacement or supplemental CD-ROMs and online updates.

Initials for Post Minimum Term Subscription Services. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. At the end of the Minimum Term, your Monthly Charges will be billed at up to our then current retail rate.

Your West sales representative will provide frequency of updates upon request. For transportation charges, returns and refunds see Miscellaneous below.

Either of us may cancel effective at the end of the Minimum Term or any time thereafter on at least 60 days written notice.

N/A. Annual billing (please check if requested)

	Banded Products Subscriptions	
--	--------------------------------------	--

You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only	BND
------------------------------------	------------

Technical Contacts for Westlaw Patron Access and Campus Research

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

Campus Research: IP Address Range _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	Online/Practice Solutions/Software Renewals	
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Sub Matl #	Online/Practice Solutions/Software Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Notes:

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

When this Renewal Term expires the following will apply.

Post-Renewal Term for Government Customers . At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the Post-Renewal Term subscription by sending at least 60 days written notice.

Federal Government Customers Optional Minimum Term. Federal government customers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Automatic Renewal Term for Non-Government Subscribers Only. If you are a non-government customers, your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term starts. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

	Passwords and QuickView+	
--	--------------------------	--

Last Name	First Name, M.I.	Jdg	Clrk	Atty	Lib	Para	Other	Product(s)

QuickView is provided as a service to you for estimating your Westlaw charges. Actual charges billed may vary from QuickView+ due to discounts you receive or other charges, such as taxes. <https://www.quickview.com>.

	Print/CD-ROM Products	
--	------------------------------	--

Identify which Westlaw password holder you would like to have Quickview+ access:

Last Name _____ First Name _____ E-mail _____

Full Svc #	Print/CD-ROM Products	Quantity	List Charges	Other	Unit Price	Charges	Print Subscription Service (y/n)

Notes:

Total Charges \$ _____

N/A: Initial for Subscription Services. I understand that West will continue to provide subscription services for the print and/or CD-ROM products designated above. Print and/or CD-ROM subscription services include automatic shipments. For print subscriptions you will receive automatic shipments of updates and supplements, such as pocket parts, pamphlets, replacement volumes or loose-leaf pages and will be billed or auto-charged or debited (if separately authorized) at our then current rates. Anniversary billed print products (annual billed and monthly billed) will be billed at then current rates. Monthly anniversary billed products will be billed monthly at then current rates. For CD-ROM subscriptions you will receive automatic shipments of updates and supplements and will be billed or auto-charged or debited (if separately authorized) at our then current rate.

Your West sales representative will provide frequency of updates upon request. Transportation charges, return and refund information is in the Miscellaneous section below.

Subscription services will continue until cancelled by either party at any time in writing. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

	Online/CD-ROM Products to be Lapsed	
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Full Svc #	Online/CD-ROM Products	# of Passwords
	lapse Option 1A plan	

Notes:

	Westlaw Roaming Access	
--	-------------------------------	--

If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access _____

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

2. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-firm-central-caseologistix>. Excluded Charges may change after at least 30 days written or online notice.

3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

6. **Cancellation Notice.** Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

7. **Transportation Charges.** Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rate.

8. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name Jeff R. Branick
 Title Jefferson County Judge
 Date August 9, 2002
 Signature X

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____
 Expir. _____ Total Amt. to Charge for this
 Date _____ Order _____

Card # _____
 Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

For Internal Use Only (Rep to complete for telephone print orders only)

By signing and completing below the Rep certifies that he/she discussed and received assent to the Subscription Services terms above from Customer.

Date: _____ Time: _____
 Name of Customer Placing
 Order: _____
 Signature of
 Rep: _____

ATTEST

DATE 8-9-22



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.

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

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.”

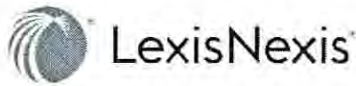
- **Order Processing**—Orders will be processed as follows:
 - **Options 1 and 2:** Service will begin 5-7 days following receipt of a fully executed, clean, and process-able West Order Form, and after any necessary credentialing has been completed.
 - **Option 3:** Service will begin the first day of 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.



**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

"Subscriber" Name: 136th District Court
Account Number: 100012OK8
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

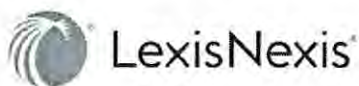
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
News	1010610	1
All Briefs, Pleadings & Motions	1010612	1
TX Practice Library	1010629	1
National Primary Enhanced	1011511	1



**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

3.2. During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3. In exchange for access to the Lexis Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
09/01/2022-08/31/2023	\$88

3.4. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

N/A
(Initial)

• Subscriber elects access to the Alternate Materials

3.5. Use of Lexis under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 08/19/2022.

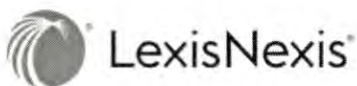
5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and



**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	136th District Court
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff R. Branick
Job Title:	Jefferson County Judge
Date:	August 9, 2022
Number of Professional Users:	1

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:		Digitally signed by
Name:	Mark	Mark Eikenberry
Job Title:	Eikenberry	Date: 2022.08.02
Date:		14:40:49 -04'00'

ATTEST
DATE

8-9-22





**LEXIS® AMENDMENT FOR
STATE/LOCAL GOVERNMENT**
(EXISTING SUBSCRIBER)

Customer Information (please print or type)		
Organization Name (full legal name)	136th District Court	
Billing Frequency	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Invoice Contact Person	First & Last Name	Email Address
		acctspay@co.jefferson.tx.us
PO # if applicable		
MSA # if applicable		



PREFERRED

FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

July 25, 2022

Michelle Falgout
Jefferson County
1149 Pearl
Beaumont, TX 77701

Job Order Contracting

Project: "Mesquite Point Bulkhead Repair"

Subject: "Proposal"

Co-Op Purchasing Agreements

Dear Ms. Falgout,

Indefinite Delivery, Indefinite
Quantity - IDIQ

We are pleased to submit our proposal utilizing our 581-19 Buy Board Texas Contract based on local CCI and coefficient of .89.

Multiple Award Construction
Contracts - MACC

Proposal Recap:

Task Order Contracts
TOC

Area C

- Demo - sawcut and demo sidewalk and other debris removal from under sidewalk.
- Shoring and Light Weight Flowable Fill at the ends of Area C under edge of remaining sidewalk.
- H Pile - HP-73 - 20' total tip to tip length each pile - In place.
- Steel Sheet Pile - PZ-27 - 20 ft overall length in-place.
- Crushed Gravel fill in between Steel Sheet pile and existing vinyl sheet pile. In-place.
- Tie-Back System Removal and Replacement - Includes all excavation, removal, replacement and backfill immediate to the tie-back.
- Gravel backfill - includes Filter Fabric.
- Sidewalk.

Construction Management –
Agent or At-Risk

Area E

- Demo - sawcut and demo sidewalk and other debris removal from under sidewalk.
- Shoring and Light Weight Flowable Fill at the ends of Area C under edge of remaining sidewalk.
- H Pile - HP-73 - 20' total tip to tip length each pile - In place
- Steel Sheet Pile - PZ-27 - 20 ft overall length in-place.
- Crushed Gravel fill in between Steel Sheet pile and existing vinyl sheet pile. In-place.
- Tie-Back System Removal and Replacement - Includes all excavation, removal, replacement and backfill immediate to the tie-back.
- Gravel backfill - includes Filter Fabric.
- Sidewalk.

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Area A-Additive Cost Included.

- Light Weight Flowable Fill – In Place.

Corporate/Retail

Area B-Additive Cost Included.

- Light Weight Flowable Fill – In Place.

Assembly

Proposal Cost	\$	264,078.05
Bond (if applicable)	\$	6,601.95
Total Price	\$	270,680.00





PREFERRED

FACILITIES GROUP - USA

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite
Quantity - IDIQ

Multiple Award Construction
Contracts - MACC

Task Order Contracts
TOC

Construction Management –
Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

We estimate approximately **Sixty (60)** working days to complete upon material delivery. We explicitly exclude all liquidated damages for this project due to the volatility of the market and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file
22-0076

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST
DATE

8-9-22





PREFERRED
FACILITIES GROUP - USA

Preliminary Estimate, by estimates
Lester Renfrow
Preferred Facilities Group - USA
581-19 - 2019 BuyBoard 581-19 JOC (RSMMeans) - 2022 Renewal - 4/01/2022 to
3/31/2023Jefferson County Mesquite Point Sheet Piling - 22-0076
Lester Renfrow

Estimator: Lester Renfrow

Summary of tagged estimates...

Division Summary (MF04)		
01 - General Requirements	\$27,255.12	26 - Electrical
02 - Existing Conditions	\$6,766.22	27 - Communications
03 - Concrete	\$14,476.39	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		
25 - Integrated Automation		
Totalling Components		
Priced Line Items	\$307,478.67	
RSMMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(10,761.74)	
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$76,047.14	
Labor:	\$170,254.83	
Equipment:	\$58,245.26	
Other:	\$2,931.44	
Labourhours:	2,213.12	
Green Line Items:	\$0.00	

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)				
MF04 Total (Without totalling components)				
				\$307,478.67

Priced/Non-Priced				
Total Priced Items:	97		\$307,478.67	
Total Non-Priced Items:	0		\$0.00	0.00%
	97		\$307,478.67	

Grand Total **\$264,078.05**

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

#1 Mobilization

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$18,500.00
RSMean BEAUMONT, TX CCI 2022Q2, 96.50%	\$(647.50)

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

Material:	\$0.00
Labor:	\$13,357.50
Equipment:	\$5,142.50
Other:	\$0.00
Laborhours:	142.00
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$18,500.00
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$18,500.00

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(1,963.78)
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Priced/Non-Priced

Total Priced Items:	1	\$18,500.00
Total Non-Priced Items:	0	\$0.00
	1	\$18,500.00

Estimate Grand Total

\$15,888.72

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				#1 Mobilization		
Item	Description	UM	Quantity	Unit Cost	Total	Book
31 - Earthwork						
1	31-06-60-15-1100 Mobilization, set up and remove, rule of thumb: complete pile driving set up,	Ea.	1.0000	\$18,500.00	\$18,500.00	RSM22FAC L, E, O&P
						P
31 - Earthwork Total					\$18,500.00	
Estimate Grand Total					15,888.72	

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

A Flowable Fill

Division Summary (MF04)

01 - General Requirements	\$1,332.87	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete	\$1,578.00	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$2,910.87

Totalling Components

Priced Line Items	\$2,910.87	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$ (308.99)
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(101.88)		

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

Material:	\$623.00
Labor:	\$1,091.17
Equipment:	\$1,196.70
Other:	\$0.00
Laborhours:	12.00
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	5	\$2,910.87
Total Non-Priced Items:	0	\$0.00
	5	\$2,910.87

Estimate Grand Total

\$2,500.00

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow			A Flowable Fill			
Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-2350-L Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	Costs	1,134.7900	12.0000%	\$136.17	RSM22FAC L, O&P P
2	01-54-33-10-2120-1 Hourly operating cost for rent pump concrete truck mounted 4"line 80'boom	Ea.	8.0000	\$35.05	\$280.40	RSM22FAC E, O&P P
3	01-54-33-10-2120-2 Rent per day for rent pump concrete truck mounted 4"line 80'boom	Ea.	1.0000	\$916.30	\$916.30	RSM22FAC E, O&P P
01 - General Requirements Total					\$1,332.87	
03 - Concrete						
4	03-31-13-35-4300 Structural concrete, ready mix, flowable fill, structural, 500 psi, includes ash, Portland cement Type I, aggregate, sand and water, delivered, excludes all additives and treatments	C.Y.	7.0000	\$89.00	\$623.00	RSM22FAC M, O&P P
5	03-35-13-30-9100 Concrete finishing, minimum labor/equipment charge, excl placing, striking off & Job	Job	1.0000	\$955.00	\$955.00	RSM22FAC L, O&P P
03 - Concrete Total					\$1,578.00	
Estimate Grand Total					2,500.00	

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

B Flowable Fill

Division Summary (MF04)

01 - General Requirements	\$1,332.87	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete	\$1,578.00	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$2,910.87

Totalling Components

Priced Line Items	\$2,910.87	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(308.99)
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(101.88)		

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

Material:	\$623.00
Labor:	\$1,091.17
Equipment:	\$1,196.70
Other:	\$0.00
Laborhours:	12.00
Green Line Items:	\$0.00

Priced/Non-Priced

Total Priced Items:	5	\$2,910.87
Total Non-Priced Items:	0	\$0.00
	5	\$2,910.87

Estimate Grand Total

\$2,500.00

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				B Flowable Fill			
Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements							
1	01-21-53-50-2350-L Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	Costs	1,134.7900	12.0000%	\$136.17	RSM22FAC L, O&P	P
2	01-54-33-10-2120-1 Hourly operating cost for rent pump concrete truck mounted 4"line 80'boom	Ea.	8.0000	\$35.05	\$280.40	RSM22FAC E, O&P	P
3	01-54-33-10-2120-2 Rent per day for rent pump concrete truck mounted 4"line 80'boom	Ea.	1.0000	\$916.30	\$916.30	RSM22FAC E, O&P	P
01 - General Requirements Total					\$1,332.87		
03 - Concrete							
4	03-31-13-35-4300 Structural concrete, ready mix, flowable fill, structural, 500 psi, includes ash, Portland cement Type I, aggregate, sand and water, delivered, excludes all additives and treatments	C.Y.	7.0000	\$89.00	\$623.00	RSM22FAC M, O&P	P
5	03-35-13-30-9100 Concrete finishing, minimum labor/equipment charge, excl placing, striking off & Job	Job	1.0000	\$955.00	\$955.00	RSM22FAC L, O&P	P
03 - Concrete Total					\$1,578.00		
Estimate Grand Total					2,500.00		

Estimator: Lester Renfrow

C1 Sawcut

Division Summary (MF04)

01 - General Requirements	\$3,598.76	26 - Electrical
02 - Existing Conditions	\$2,085.92	27 - Communications
03 - Concrete	\$2,436.68	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$8,196.03

Totalling Components

Priced Line Items	\$8,196.03
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(286.86)

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

Material:	\$1,370.24
Labor:	\$3,977.20
Equipment:	\$2,848.60
Other:	\$(0.01)
Laborhours:	48.97
Green Line Items:	\$0.00

Priced/Non-Priced

Total Priced Items:	12	\$8,196.03
Total Non-Priced Items:	0	\$0.00
	12	\$8,196.03

Estimate Grand Total

\$7,039.16

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow							C1 Sawcut
Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements							
1	01-54-33-20-4880-1 Hourly operating cost for rent loader, skid steer, wheeled, 10 CF, 30 HP 40*0 = 0.00	Ea.	0.0000	\$10.84		RSM22FAC E, O&P P	
2	01-54-33-20-4880-3 Rent per week for rent loader, skid steer, wheeled, 10 CF, 30 HP	Ea.	1.0000	\$1,013.84	\$1,013.84	RSM22FAC E, O&P P	
3	01-54-33-20-4897-1 Hourly operating cost for rent skid steer attachment, concrete hammer	Ea.	40.0000	\$1.19	\$47.60	RSM22FAC E, O&P P	
4	01-54-33-20-4897-3 Rent per week for rent skid steer attachment, concrete hammer	Ea.	1.0000	\$637.32	\$637.32	RSM22FAC E, O&P P	
5	01-54-36-50-1400 Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$950.00	\$1,900.00	RSM22FAC L, E, O&P P	
01 - General Requirements Total					\$3,598.76		
02 - Existing Conditions							
6	02-41-13-17-5900 Demolish, remove pavement & curb, sidewalk, concrete, rod reinforced, 6" thick, with hand held air equipment, excludes hauling 8*40 = 320.00	S.F.	320.0000	\$5.25	\$1,680.00	RSM22FAC L, E, O&P P	
7	02-41-19-19-3040 Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost (320* .5)/27 = 5.93	C.Y.	5.9259	\$68.50	\$405.92	RSM22FAC L, E, O&P P	
02 - Existing Conditions Total					\$2,085.92		
03 - Concrete							
8	03-81-13-50-0300 Concrete sawing, concrete slabs, plain, up to 3" deep, includes blade cost, layout and set up time	L.F.	16.0000	\$2.04	\$32.64	RSM22FAC M, L, E, O&P P	
9	03-81-13-50-0300-0320 Concrete sawing, concrete, existing slab, plain, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using	L.F.	16.0000	\$0.69	\$11.04	RSM22FAC M, L, E, O&P P	
10	03-81-13-50-0590 Selective demolition, concrete slab cutting/sawing, minimum labor/equipment	Job	1.0000	\$1,025.00	\$1,025.00	RSM22FAC L, E, O&P P	
11	03-81-13-75-3020 Concrete sawing, blades for saw, diamond, 12" diameter, included in cutting line	Ea.	6.0000	\$228.00	\$1,368.00	RSM22FAC M, O&P P	
03 - Concrete Total					\$2,436.68		
31 - Earthwork							
12	31-23-23-20-0024 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment	L.C.Y.	5.9259	\$12.60	\$74.67	RSM22FAC L, E, O&P P	

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow				C1 Sawcut			
31 - Earthwork							
Item	Description	UM	Quantity	Unit Cost	Total	Book	
	(320' .5)/27 = 5.93						
31 - Earthwork Total							\$74.67
				Estimate Grand Total			7,039.16

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

C2 Flowable Fill

Division Summary (MF04)

01 - General Requirements	\$1,482.66	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete	\$1,578.00	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$3,060.66

Totalling Components

Priced Line Items	\$3,060.66	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$ (324.89)
RSMean BEAUMONT, TX CCI 2022Q2, 96.50%	\$(107.12)		

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

Material:	\$623.00
Labor:	\$1,240.96
Equipment:	\$1,196.70
Other:	\$0.00
Laborhours:	12.00
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	5	\$3,060.66
Total Non-Priced Items:	0	\$0.00
	5	\$3,060.66

Estimate Grand Total

\$2,628.65

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow				C2 Flowable Fill		
Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-2350-L Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	Costs	2,383.0000	12.0000%	\$285.96	RSM22FAC L, O&P
2	01-54-33-10-2120-1 Hourly operating cost for rent pump concrete truck mounted 4"line 80'boom	Ea.	8.0000	\$35.05	\$280.40	RSM22FAC E, O&P
3	01-54-33-10-2120-2 Rent per day for rent pump concrete truck mounted 4"line 80'boom	Ea.	1.0000	\$916.30	\$916.30	RSM22FAC E, O&P
01 - General Requirements Total					\$1,482.66	
03 - Concrete						
4	03-31-13-35-4300 Structural concrete, ready mix, flowable fill, structural, 500 psi, includes ash, Portland cement Type I, aggregate, sand and water, delivered, excludes all additives and treatments	C.Y.	7.0000	\$89.00	\$623.00	RSM22FAC M, O&P
5	03-35-13-30-9100 Concrete finishing, minimum labor/equipment charge, excl placing, striking off & Job	Job	1.0000	\$955.00	\$955.00	RSM22FAC L, O&P
03 - Concrete Total					\$1,578.00	
Estimate Grand Total					2,628.65	

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow

C3 H Pile

Division Summary (MF04)		
01 - General Requirements		\$5,208.86
02 - Existing Conditions		
03 - Concrete		
04 - Masonry		
05 - Metals		
06 - Wood, Plastics, and Composites		
07 - Thermal and Moisture Protection		
08 - Openings		
09 - Finishes		
10 - Specialties		
11 - Equipment		
12 - Furnishings		
13 - Special Construction		
14 - Conveying Equipment		
21 - Fire Suppression		
22 - Plumbing		
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		
25 - Integrated Automation		
Totalling Components		
Priced Line Items		\$15,848.86
RSMeans BEAUMONT, TX GC1 2022Q2, 96.50%		\$(554.71)
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:		\$1,540.00
Labor:		\$7,935.20
Equipment:		\$6,373.66
Other:		\$0.00
Laborhours:		84.76
Green Line Items:0		\$0.00
MF04 Total (Without totalling components)		\$15,848.86

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)

\$(1,682.36)

Priced/Non-Priced

Total Priced Items:	5	\$15,848.86
Total Non-Priced Items:	0	\$0.00
	5	\$15,848.86

Estimate Grand Total

\$13,611.79

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Jefferson County Mesquite Point Sheet Piling - 22-0076

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow				C3 H Pile			
Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements							
1	01-54-33-20-2400-1 Hourly operating cost for rent pile driving hammer diesel type 41300 ft lbs	Ea.	40.0000	\$29.07	\$1,162.80	RSM22FAC E, O&P	
2	01-54-33-20-2400-3 Rent per week for rent pile driving hammer diesel type 41300 ft lbs	Ea.	1.0000	\$2,146.06	\$2,146.06	RSM22FAC E, O&P	
3	01-54-36-50-1400 Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$950.00	\$1,900.00	RSM22FAC L, E, O&P	
01 - General Requirements Total					\$5,208.86		
31 - Earthwork							
4	31-06-60-15-1600 Standby time, shore pile driving crew, minimum	Hr.	8.0000	\$1,050.00	\$8,400.00	RSM22FAC L, E, O&P	
5	31-62-16-13-1000 Steel piles, "H" Sections, 50' long, HP14 x 73, excludes mobilization or	V.L.F.	40.0000	\$56.00	\$2,240.00	RSM22FAC M, L, E, O&P	
31 - Earthwork Total					\$10,640.00		
Estimate Grand Total					13,611.79		

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Estimator: Lester Renfrow

C4 Sheet Pile

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$17,010.00
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totaling components)	\$17,010.00

Totalling Components

Priced Line Items	\$17,010.00
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(595.35)

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

Material:	\$2,626.40
Labor:	\$10,405.20
Equipment:	\$3,978.40
Other:	\$0.00
Laborhours:	110.00
Green Line Items:	\$0.00

Priced/Non-Priced

Total Priced Items:	2	\$17,010.00
Total Non-Priced Items:	0	\$0.00
	2	\$17,010.00

Estimate Grand Total

\$14,609.04

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow			C4 Sheet Pile			
Item	Description	UM	Quantity	Unit Cost	Total	Book
31 - Earthwork						
1	31-06-60-15-1600 Standby time, shore pile driving crew, minimum	Hr.	12.0000	\$1,050.00	\$12,600.00	RSM22FAC L, E, O&P P
2	31-62-16-13-0250 Steel piles, "H" Sections, 50' long, HP8 x 36, excludes mobilization or pz-27 20*7 = 140.00	V.L.F.	140.0000	\$31.50	\$4,410.00	RSM22FAC M, L, E, O&P P
31 - Earthwork Total					\$17,010.00	
Estimate Grand Total					14,609.04	

Estimator: Lester Renfrow					
C5 Gravel Fill					
Division Summary (MF04)					
01 - General Requirements	\$955.87			26 - Electrical	
02 - Existing Conditions				27 - Communications	
03 - Concrete				28 - Electronic Safety and Security	
04 - Masonry				31 - Earthwork	\$8.06
05 - Metals				32 - Exterior Improvements	\$161.00
06 - Wood, Plastics, and Composites				33 - Utilities	
07 - Thermal and Moisture Protection				34 - Transportation	
08 - Openings				35 - Waterway and Marine Transportation	
09 - Finishes				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	
13 - Special Construction				Priced O&P	
14 - Conveying Equipment				Trades	
21 - Fire Suppression				Assemblies	
22 - Plumbing				FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)				MF04 Total (Without totalling components)	\$764.93
25 - Integrated Automation					
Totalling Components					
Priced Line Items	\$764.93			2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(-81.20)
RMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(-26.77)				
Material, Labor, and Equipment Totals (No Totalling Components)					
Material:	\$64.17			Total Priced Items:	4 \$764.93
Labor:	\$101.75			Total Non-Priced Items:	0 \$0.00 0.00%
Equipment:	\$599.02				
Other:	\$(-0.01)				
Laborhours:	1.39				
Green Line Items:0	\$0.00				
Estimate Grand Total					\$656.96

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				C5 Gravel Fill			
Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements							
1	01-54-33-20-5250-1 Hourly operating cost for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220	Ea.	8.0000	\$27.12	\$216.96	RSM22FAC E, O&P	P
2	01-54-33-20-5250-2 Rent per day for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P.	Ea.	1.0000	\$378.91	\$378.91	RSM22FAC E, O&P	P
01 - General Requirements Total					\$595.87		
31 - Earthwork							
3	31-23-23-20-0014 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, 15 MPH, cycle 0.5 mile, excludes loading equipment	L.C.Y.	2.3300	\$3.46	\$8.06	RSM22FAC L, E, O&P	P
31 - Earthwork Total					\$8.06		
32 - Exterior Improvements							
4	32-32-29-10-0170 Retaining wall accessories, gravel backfill, place and spread by hand (2.8*2000)/2400 = 2.33	C.Y.	2.3333	\$69.00	\$161.00	RSM22FAC M, L, O&P	P
32 - Exterior Improvements Total					\$161.00		
Estimate Grand Total					656.96		

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow

C6 Tie Back

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$46,563.75
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(1,629.73)

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

Material:	\$11,385.00
Labor:	\$34,483.95
Equipment:	\$515.25
Other:	\$179.55
Laborhours:	550.31
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$696.15
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	\$45,867.60
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$46,563.75

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(4,942.74)
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Priced/Non-Priced

Total Priced Items:	4	\$46,563.75
Total Non-Priced Items:	0	\$0.00
	4	\$46,563.75

Estimate Grand Total

\$39,991.28

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Jefferson County Mesquite Point Sheet Piling - 22-0076

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				C6 Tie Back		
Item	Description	UM	Quantity	Unit Cost	Total	Book
31 - Earthwork						
1	31-23-16-14-3100 Excavating, chain trencher, utility trench, common earth, 40 HP, 16" wide, 24" deep, operator riding, includes backfill 35'9 = 315.00	L.F.	315.0000	\$1.64	\$516.60	RSM22FAC L, E, O&P P
2	31-23-16-14-3100-3200 Excavating, chain trencher, utility trench, common earth, compaction with vibratory plate, add (Modified using 31-23-16-14-3200) 35'9 = 315.00	L.F.	315.0000	\$0.57	\$179.55	RSM22FAC O&P P
31 - Earthwork Total					\$696.15	
Priced O&P						
3	31-52-16-10-3600 Cofferdams, tie-back method, tie-backs only, typical, 35' long, average	Ea.	9.0000	\$3,825.00	\$34,425.00	CUSTOM M, L, E, O&P P
4	31-52-16-10-3600 Demo - Cofferdams, tie-back method, tie-backs only, typical, 35' long, average Labor Adjustment: -50% of \$2,524.80 = \$1271.40 Using O&P Pricing	Ea.	9.0000	\$1,271.40	\$11,442.60	CUSTOM L, O&P P
Priced O&P Total					\$45,867.60	
Estimate Grand Total					39,991.28	

C7 Gravel Backfill

Estimator: Lester Renfrow

Division Summary (MF04)		
01 - General Requirements	\$1,191.74	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$7,391.42
Totalling Components		
Priced Line Items	\$7,391.42	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(258.70)	
Material, Labor, and Equipment Totals (No Totalling Components)		
Material:	\$1,561.37	
Labor:	\$2,836.36	
Equipment:	\$2,615.14	
Other:	\$378.55	
Laborhours:	36.41	
Green Line Items:0	\$0.00	
Priced/Non-Priced		
Total Priced Items:	7	\$7,391.42
Total Non-Priced Items:	0	\$0.00
	7	\$7,391.42
Estimate Grand Total		\$6,348.12

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

C7 Gravel Backfill

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-20-5250-1 Hourly operating cost for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220	Ea.	16.0000	\$27.12	\$433.92	RSM22FAC E, O&P
2	01-54-33-20-5250-2 Rent per day for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P.	Ea.	2.0000	\$378.91	\$757.82	RSM22FAC E, O&P
01 - General Requirements Total					\$1,191.74	
31 - Earthwork						
3	31-23-16-42-1850 Excavating, bulk bank measure, 48" bucket, 1 C.Y. = 45 C.Y./hour, hydraulic excavator, truck mounted, excluding truck loading ((40.38*2000)/2400)*9 = 302.85	B.C.Y.	302.8500	\$8.35	\$2,528.80	RSM22FAC L, E, O&P
4	31-23-16-42-1850-0020 Excavating, bulk bank measure, for loading onto trucks, add (Modified using ((40.38*2000)/2400)*9 = 302.85	B.C.Y.	302.8500	\$1.25	\$378.56	RSM22FAC O&P
5	31-23-23-20-0014 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, 15 MPH, cycle 0.5 mile, excludes loading equipment	L.C.Y.	33.6500	\$3.46	\$116.43	RSM22FAC L, E, O&P
31 - Earthwork Total					\$3,023.79	
32 - Exterior Improvements						
6	32-32-29-10-0170 Retaining wall accessories, gravel backfill, place and spread by hand (40.38*2000)/2400 = 33.65	C.Y.	33.6500	\$69.00	\$2,321.85	RSM22FAC M, L, O&P
32 - Exterior Improvements Total					\$2,321.85	
33 - Utilities						
7	33-41-23-19-0110 Geotextile subsurface drainage filtration, fabric, laid in trench, polypropylene, adverse co ((40.38*2000)/2400)*9 = 302.85	S.Y.	302.8500	\$2.82	\$854.04	RSM22FAC M, L, O&P
33 - Utilities Total					\$854.04	
Estimate Grand Total					6,348.12	

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

C8 Sidewalk

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	\$1,464.00
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$5,128.53
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(179.50)

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

Material:	\$2,379.60
Labor:	\$2,670.27
Equipment:	\$78.67
Other:	\$(0.01)
Laborhours:	32.03
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$111.33
32 - Exterior Improvements	\$3,553.20
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$5,128.53

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(544.39)
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Priced/Non-Priced

Total Priced Items:	4	\$5,128.53
Total Non-Priced Items:	0	\$0.00
	4	\$5,128.53

Estimate Grand Total

\$4,404.64

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Jefferson County Mesquite Point Sheet Piling - 22-0076

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow					C8 Sidewalk		
Item	Description	UM	Quantity	Unit Cost	Total	Book	
03 - Concrete							
1	03-11-13-50-0020 C.I.P. concrete forms, grade beam, plywood, 1 use, includes erecting, bracing, stripping and cleaning	SFCA	120.0000	\$12.20	\$1,464.00	RSM22FAC M, L, O&P	
03 - Concrete Total					\$1,464.00		
31 - Earthwork							
2	31-23-16-42-1850 Excavating, bulk bank measure, 48" bucket, 1 C.Y. = 45 C.Y./hour, hydraulic excavator, truck mounted, excluding truck loading	B.C.Y.	13.3330	\$8.35	\$111.33	RSM22FAC L, E, O&P	
31 - Earthwork Total					\$111.33		
32 - Exterior Improvements							
3	32-06-10-10-0400 Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base	S.F.	360.0000	\$8.40	\$3,024.00	RSM22FAC M, L, O&P	
4	32-06-10-10-0400-0450 Sidewalks, driveways, and patios, sidewalks, concrete, excludes base, for 4" thick bank run gravel base, add (Modified using 32-06-10-10-0450)	S.F.	360.0000	\$1.47	\$529.20	RSM22FAC M, L, E, O&P	
32 - Exterior Improvements Total					\$3,553.20		
Estimate Grand Total					4,404.64		

Estimator: Lester Renfrow

E1 Sawcut

Division Summary (MF04)

01 - General Requirements	\$4,032.36	26 - Electrical
02 - Existing Conditions	\$4,680.30	27 - Communications
03 - Concrete	\$2,521.31	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$11,401.50

Totalling Components

Priced Line Items	\$11,401.50	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(1,210.27)
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(399.05)		

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

Material:	\$1,374.58
Labor:	\$6,365.48
Equipment:	\$3,661.43
Other:	\$0.01
Laborhours:	80.26
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	12	\$11,401.50
Total Non-Priced Items:	0	\$0.00
	12	\$11,401.50

Estimate Grand Total

\$9,792.18

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E1 Sawcut

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-20-4880-1 Hourly operating cost for rent loader, skid steer, wheeled, 10 CF, 30 HP	Ea.	40.0000	\$10.84	\$433.60	RSM22FAC E, O&P P
2	01-54-33-20-4880-3 Rent per week for rent loader, skid steer, wheeled, 10 CF, 30 HP	Ea.	1.0000	\$1,013.84	\$1,013.84	RSM22FAC E, O&P P
3	01-54-33-20-4897-1 Hourly operating cost for rent skid steer attachment, concrete hammer	Ea.	40.0000	\$1.19	\$47.60	RSM22FAC E, O&P P
4	01-54-33-20-4897-3 Rent per week for rent skid steer attachment, concrete hammer	Ea.	1.0000	\$637.32	\$637.32	RSM22FAC E, O&P P
5	01-54-36-50-1400 Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$950.00	\$1,900.00	RSM22FAC L, E, O&P P
01 - General Requirements Total					\$4,032.36	
02 - Existing Conditions						
6	02-41-13-17-5900 Demolish, remove pavement & curb, sidewalk, concrete, rod reinforced, 6" thick, with hand held air equipment, excludes hauling $(12*15)+(7*14)+(55*8) = 718.00$	S.F.	718.0000	\$5.25	\$3,769.50	RSM22FAC L, E, O&P P
7	02-41-19-19-3040 Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost $((12*15)+(7*14)+(55*8))*(.5)/27 = 13.30$	C.Y.	13.2963	\$68.50	\$910.80	RSM22FAC L, E, O&P P
02 - Existing Conditions Total					\$4,680.30	
03 - Concrete						
8	03-81-13-50-0300 Concrete sawing, concrete slabs, plain, up to 3" deep, includes blade cost, layout and set up time $12+12+7+8+8 = 47.00$	L.F.	47.0000	\$2.04	\$95.88	RSM22FAC M, L, E, O&P P
9	03-81-13-50-0300-0320 Concrete sawing, concrete, existing slab, plain, for each additional inch of depth over 3", includes blade cost, layout and set up time (Modified using $12+12+7+8+8 = 47.00$	L.F.	47.0000	\$0.69	\$32.43	RSM22FAC M, L, E, O&P P
10	03-81-13-50-0590 Selective demolition, concrete slab cutting/sawing, minimum labor/equipment	Job	1.0000	\$1,025.00	\$1,025.00	RSM22FAC L, E, O&P P
11	03-81-13-75-3020 Concrete sawing, blades for saw, diamond, 12" diameter, included in cutting line	Ea.	6.0000	\$228.00	\$1,368.00	RSM22FAC M, O&P P
03 - Concrete Total					\$2,521.31	
31 - Earthwork						

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				E1 Sawcut			
31 - Earthwork							
Item	Description	UM	Quantity	Unit Cost	Total	Book	
12	31-23-23-20-0024 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 15 MPH, excludes loading equipment $((12*15)+(7*14)+(55*8))*(.5)/27 = 13.30$	L.C.Y.	13.2963	\$12.60	\$167.53	RSM22FAC L E O&P P	
31 - Earthwork Total					\$167.53		
Estimate Grand Total						9,792.18	

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E2 Flowable

Division Summary (MF04)

01 - General Requirements	\$1,482.66	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete	\$1,578.00	28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$3,060.66

Totalling Components

Priced Line Items	\$3,060.66	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$ (324.89)
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$ (107.12)		

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

Material:	\$623.00
Labor:	\$1,240.96
Equipment:	\$1,196.70
Other:	\$0.00
Laborhours:	12.00
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	5	\$3,060.66	
Total Non-Priced Items:	0	\$0.00	0.00%
	5	\$3,060.66	

Estimate Grand Total

\$2,628.65

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				E2 Flowable		
Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-21-53-50-2350-L Cost adjustment factors, temporary shoring and bracing, add to construction costs for particular job requirements, maximum	Costs	2,383.0000	12.0000%	\$285.96	RSM22FAC L, O&P
2	01-54-33-10-2120-1 Hourly operating cost for rent pump concrete truck mounted 4"line 80'boom	Ea.	8.0000	\$35.05	\$280.40	RSM22FAC E, O&P
3	01-54-33-10-2120-2 Rent per day for rent pump concrete truck mounted 4"line 80'boom	Ea.	1.0000	\$916.30	\$916.30	RSM22FAC E, O&P
01 - General Requirements Total					\$1,482.66	
03 - Concrete						
4	03-31-13-35-4300 Structural concrete, ready mix, flowable fill, structural, 500 psi, includes ash, Portland cement Type I, aggregate, sand and water, delivered, excludes all additives and treatments	C.Y.	7.0000	\$89.00	\$623.00	RSM22FAC M, O&P
5	03-35-13-30-9100 Concrete finishing, minimum labor/equipment charge, excl placing, striking off & Job	Job	1.0000	\$955.00	\$955.00	RSM22FAC L, O&P
03 - Concrete Total					\$1,578.00	
Estimate Grand Total					2,628.65	

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E3 H-Pile

Division Summary (MF04)

01 - General Requirements	\$5,208.86	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	\$33,040.00
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		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	
13 - Special Construction		Priced O&P	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)	\$38,248.86
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$38,248.86	2019 BuyBoard 581-19 SETEX Texas Normal (-11.00000%)	\$(4,060.12)
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(1,338.71)		

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

Material:	\$16,940.00
Labor:	\$12,491.20
Equipment:	\$8,817.66
Other:	\$0.00
Laborhours:	132.36
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	5	\$38,248.86	
Total Non-Priced Items:	0	\$0.00	0.00%
	5	\$38,248.86	

Estimate Grand Total

\$32,850.03

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Preliminary Estimate, by estimates

Estimator: Lester Renfrow				E3 H-Pile			
Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements							
1	01-54-33-20-2400-1 Hourly operating cost for rent pile driving hammer diesel type 41300 ft lbs	Ea.	40.0000	\$29.07	\$1,162.80	RSM22FAC E, O&P	P
2	01-54-33-20-2400-3 Rent per week for rent pile driving hammer diesel type 41300 ft lbs	Ea.	1.0000	\$2,146.06	\$2,146.06	RSM22FAC E, O&P	P
3	01-54-36-50-1400 Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$950.00	\$1,900.00	RSM22FAC L, E, O&P	P
01 - General Requirements Total					\$5,208.86		
31 - Earthwork							
4	31-06-60-15-1600 Standby time, shore pile driving crew, minimum	Hr.	8.0000	\$1,050.00	\$8,400.00	RSM22FAC L, E, O&P	P
5	31-62-16-13-1000 Steel piles, "H" Sections, 50' long, HP14 x 73, excludes mobilization or 20'22 = 440.00	V.L.F.	440.0000	\$56.00	\$24,640.00	RSM22FAC M, L, E, O&P	P
31 - Earthwork Total					\$33,040.00		
Estimate Grand Total					32,850.03		

Estimator: Lester Renfrow

E4 Sheet Pile

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$39,060.00
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(1,367.10)

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

Material:	\$10,130.40
Labor:	\$20,899.50
Equipment:	\$8,030.10
Other:	\$0.00
Laborhours:	222.00
Green Line Items:	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$39,060.00
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$39,060.00

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(4,146.22)
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Priced/Non-Priced

Total Priced Items:	2	\$39,060.00	
Total Non-Priced Items:	0	\$0.00	0.00%
	2	\$39,060.00	

Estimate Grand Total

\$33,546.68

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow			E4 Sheet Pile			
Item	Description	UM	Quantity	Unit Cost	Total	Book
31 - Earthwork						
1	31-06-60-15-1600 Standby time, shore pile driving crew, minimum	Hr.	21.0000	\$1,050.00	\$22,050.00	RSM22FAC L, E, O&P P
2	31-62-16-13-0250 Steel piles, "H" Sections, 50' long, HP8 x 36, excludes mobilization or pz-27 27**20 = 540.00	V.L.F.	540.0000	\$31.50	\$17,010.00	RSM22FAC M, L, E, O&P P
31 - Earthwork Total					\$39,060.00	
Estimate Grand Total					33,546.68	

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E5 Gravel Fill

Division Summary (MF04)

01 - General Requirements	\$595.87	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		\$706.98

Totalling Components

Priced Line Items	\$706.98	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$ (75.05)
RSMean BEAUMONT, TX CCI 2022Q2, 96.50%	\$(24.74)		

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

Material:	\$42.17		
Labor:	\$66.87		
Equipment:	\$397.94		
Other:	\$0.00		
Laborhours:	0.92		
Green Line Items:0	\$0.00		
Total Priced Items:		4	\$706.98
Total Non-Priced Items:		0	\$0.00
		4	\$706.98

Estimate Grand Total

\$607.19

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Jefferson County Mesquite Point Sheet Piling - 22-0076

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow			E5 Gravel Fill			
Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-20-5250-1 Hourly operating cost for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220	Ea.	8.0000	\$27.12	\$216.96	RSM22FAC E, O&P P
2	01-54-33-20-5250-2 Rent per day for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P.	Ea.	1.0000	\$378.91	\$378.91	RSM22FAC E, O&P P
01 - General Requirements Total					\$595.87	
31 - Earthwork						
3	31-23-23-20-0014 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, 15 MPH, cycle 0.5 mile, excludes loading equipment	L.C.Y.	1.5333	\$3.46	\$5.31	RSM22FAC L, E, O&P P
31 - Earthwork Total					\$5.31	
32 - Exterior Improvements						
4	32-32-29-10-0170 Retaining wall accessories, gravel backfill, place and spread by hand (1.84*2000)/2400 = 1.53	C.Y.	1.5333	\$69.00	\$105.80	RSM22FAC M, L, O&P P
32 - Exterior Improvements Total					\$105.80	
Estimate Grand Total					607.19	

Estimator: Lester Renfrow

E6 Tie Back

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$36,216.25
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(1,267.57)

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

Material:	\$8,855.00
Labor:	\$26,820.85
Equipment:	\$400.75
Other:	\$139.65
Laborhours:	428.02
Green Line Items:0	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$541.45
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	\$35,674.80
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$36,216.25

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(3,844.35)
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Priced/Non-Priced

Total Priced Items:	4	\$36,216.25
Total Non-Priced Items:	0	\$0.00
	4	\$36,216.25

Estimate Grand Total

\$31,104.33

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow					E6 Tie Back	
Item	Description	UM	Quantity	Unit Cost	Total	Book
31 - Earthwork						
1	31-23-16-14-3100 Excavating, chain trencher, utility trench, common earth, 40 HP, 16" wide, 24" deep, operator riding, includes backfill 35*7 = 245.00	L.F.	245.0000	\$1.64	\$401.80	RSM22FAC L, E, O&P
2	31-23-16-14-3100-3200 Excavating, chain trencher, utility trench, common earth, compaction with vibratory plate, add (Modified using 31-23-16-14-3200) 35*7 = 245.00	L.F.	245.0000	\$0.57	\$139.65	RSM22FAC O&P
31 - Earthwork Total					\$541.45	
Priced O&P						
3	31-52-16-10-3600 Cofferdams, tie-back method, tie-backs only, typical, 35' long, average	Ea.	7.0000	\$3,825.00	\$26,775.00	CUSTOM M, L, E, O&P
4	31-52-16-10-3600 Demo - Cofferdams, tie-back method, tie-backs only, typical, 35' long, average Labor Adjustment: -50% of \$2,524.80 = \$1271.40 Using O&P Pricing	Ea.	7.0000	\$1,271.40	\$8,899.80	CUSTOM L, O&P
Priced O&P Total					\$35,674.80	
Estimate Grand Total					31,104.33	

Preliminary Estimate, by estimates

Estimator: Lester Renfrow

E7 Gravel Backfill

Division Summary (MF04)

01 - General Requirements	\$1,191.74	26 - Electrical
02 - Existing Conditions		27 - Communications
03 - Concrete		28 - Electronic Safety and Security
04 - Masonry		31 - Earthwork
05 - Metals		32 - Exterior Improvements
06 - Wood, Plastics, and Composites		33 - Utilities
07 - Thermal and Moisture Protection		34 - Transportation
08 - Openings		35 - Waterway and Marine Transportation
09 - Finishes		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
13 - Special Construction		Priced O&P
14 - Conveying Equipment		Trades
21 - Fire Suppression		Assemblies
22 - Plumbing		FMR
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		MF04 Total (Without totalling components)
25 - Integrated Automation		

Totalling Components

Priced Line Items	\$41,447.39	2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)		
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$1,450.66			

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

Material:	\$10,954.27
Labor:	\$18,616.96
Equipment:	\$9,642.44
Other:	\$2,233.72
Laborhours:	240.59
Green Line Items:0	\$0.00

Priced/Non-Priced

Total Priced Items:	7	\$41,447.39
Total Non-Priced Items:	0	\$0.00
	7	\$41,447.39

Estimate Grand Total

\$35,597.09

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow			E7 Gravel Backfill			
Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-54-33-20-5250-1 Hourly operating cost for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220	Ea.	16.0000	\$27.12	\$433.92	RSM22FAC E, O&P P
2	01-54-33-20-5250-2 Rent per day for rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P.	Ea.	2.0000	\$378.91	\$757.82	RSM22FAC E, O&P P
01 - General Requirements Total					\$1,191.74	
31 - Earthwork						
3	31-23-16-42-1850 Excavating, bulk bank measure, 48" bucket, 1 C.Y. = 45 C.Y./hour, hydraulic excavator, truck mounted, excluding truck loading ((238.3*2000)/2400)*9 = 1,787.25	B.C.Y.	1,787.2500	\$8.35	\$14,923.54	RSM22FAC L, E, O&P P
4	31-23-16-42-1850-0020 Excavating, bulk bank measure, for loading onto trucks, add (Modified using ((238.2635*2000)/2400)*9 = 1,786.98	B.C.Y.	1,786.9763	\$1.25	\$2,233.72	RSM22FAC O&P P
5	31-23-23-20-0014 Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, 15 MPH, cycle 0.5 mile, excludes loading equipment	L.C.Y.	236.0800	\$3.46	\$116.43	RSM22FAC L, E, O&P P
31 - Earthwork Total					\$17,273.69	
32 - Exterior Improvements						
6	32-32-29-10-0170 Retaining wall accessories, gravel backfill, place and spread by hand (283.3*2000)/2400 = 236.08	C.Y.	236.0833	\$69.00	\$16,289.75	RSM22FAC M, L, O&P P
32 - Exterior Improvements Total					\$16,289.75	
33 - Utilities						
7	33-41-23-19-0110 Geotextile subsurface drainage filtration, fabric, laid in trench, polypropylene, adverse co ((283.3*2000)/2400)*9 = 2,124.75	S.Y.	2,124.7500	\$2.82	\$5,991.80	RSM22FAC M, L, O&P P
33 - Utilities Total					\$5,991.80	
Estimate Grand Total					35,597.09	

Estimator: Lester Renfrow

E8 Sidewalk

Division Summary (MF04)

01 - General Requirements	
02 - Existing Conditions	\$1,742.40
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

Totalling Components

Priced Line Items	\$9,051.11
RSMeans BEAUMONT, TX CCI 2022Q2, 96.50%	\$(316.79)

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

Material:	\$4,331.94
Labor:	\$4,562.28
Equipment:	\$156.90
Other:	\$(0.01)
Laborhours:	55.10
Green Line Items:	\$0.00

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	\$222.05
32 - Exterior Improvements	\$7,086.66
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
45 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Priced O&P	
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$9,051.11

2019 BuyBoard 581-19 SETEX Texas Normal (-11.0000%)	\$(960.78)
---	------------

Priced/Non-Priced

Total Priced Items:	4	\$9,051.11
Total Non-Priced Items:	0	\$0.00
	4	\$9,051.11

Estimate Grand Total

\$7,773.54

FOR OFFICIAL USE ONLY

Preliminary Estimate, by estimates

Estimator: Lester Renfrow				E8 Sidewalk		
Item	Description	UM	Quantity	Unit Cost	Total	Book
03 - Concrete						
1	03-11-13-50-0020 C.I.P. concrete forms, grade beam, plywood, 1 use, includes erecting, bracing, stripping and cleaning 51+40+12+12+5.82+22 = 142.82	SFCA	142.8200	\$12.20	\$1,742.40	RSM22FAC M, L, O&P
03 - Concrete Total					\$1,742.40	
31 - Earthwork						
2	31-23-16-42-1850 Excavating, bulk bank measure, 48" bucket, 1 C.Y. = 45 C.Y./hour, hydraulic excavator, truck mounted, excluding truck loading ((12*15)+(55*8)+(7*14))/27 = 26.59	B.C.Y.	26.5926	\$8.35	\$222.05	RSM22FAC L, E, O&P
31 - Earthwork Total					\$222.05	
32 - Exterior Improvements						
3	32-06-10-10-0400 Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3,000 psi, 6" thick, excludes base 12*15+55*8+7*14 = 718.00	S.F.	718.0000	\$8.40	\$6,031.20	RSM22FAC M, L, O&P
4	32-06-10-10-0400-0450 Sidewalks, driveways, and patios, sidewalks, concrete, excludes base, for 4" thick bank run gravel base, add (Modified using 32-06-10-10-0450) 12*15+55*8+7*14 = 718.00	S.F.	718.0000	\$1.47	\$1,055.46	RSM22FAC M, L, E, O&P
32 - Exterior Improvements Total					\$7,086.66	
Estimate Grand Total					7,773.54	



CLAYBAR

Haven of Rest Cemetery

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

July 28, 2022

Lisa Washington
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

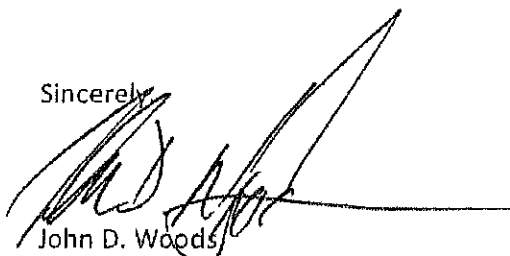
Dear Lisa,

Enclosed you will find a Purchase Agreement from Claybar Haven of Rest Cemetery for 50 indigent burial spaces at \$305.00/space; your reference #IFB 18-036/YS.

Please have Judge Branick sign the attached contract and send the contract back to me. I will assign our contract number to it once payment is received so that the check date and contract date are the same. I will then forward you a copy with our contract number on it.

Warren & I appreciate this opportunity to assist Jefferson County with its indigent burial program. Should you need anything else please call me.

Sincerely,



John D. Woods
Haven of Rest

Enclosures (4)

CONTRACT # 2022-03-??? Hillcrest Memorial Gardens, Inc. Orange Forest Lawn Claybar Haven of Rest
 Burial # _____ P.O. Box 2060 P.O. Box 2060 Cemetery & Crematory
 Reference(s) # _____ 4560 Hwy 87 South 2312 Irving P.O. Box 27
 _____ Orange, Texas 77631-2060 Orange, Texas 77631-2060 Hwy 90 at Green Pond Road
 _____ (409) 735-7145 (409) 735-7145 Beaumont, Texas 77704
 _____ (409) 892-3456

Date: July 28, 2022

PURCHASE AGREEMENT

I, (We), Jefferson County Public Health Dept.#IFB 18-036/YS

Email: _____

Address: 1295 PEARL ST.BEAUMONT, TX 77701Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:

☐ Hillcrest Memorial Gardens, Inc.☐ Orange Forest Lawn☒ Claybar Haven of Rest & Crematory

(Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated at the price and terms as follows:

PROPERTY DESCRIPTION

Garden: SERENITY

Section: _____ Lot: _____

Block: _____ Spaces: _____

Section: _____ Block: _____

Block: _____ Spaces: _____

No. of Spaces _____ Square Ft. _____

Mausoleum Unit _____

Crypt _____ Level _____

Special Note: If any item listed is in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: _____

CFH/CKW/FP CONTRACT # _____

MERCHANDISE - PROPERTY - SERVICES

Price Itemization:

QTY	ITEM DESCRIPTION	COST
<u>50</u>	A. Ground Space.....	<u>\$245.96/ea</u> \$ <u>\$12,298.00</u>
_____	B. Mausoleum.....	\$ _____
_____	C. Niche.....	\$ _____
_____	D. Discount.....	\$ _____
_____	Net Property sale (A,B, or C-D).....	\$ _____
<u>50</u>	Perpetual Care.....	<u>\$59.04/ea</u> \$ <u>\$2,952.00</u>
_____	Deed Fee.....	\$ _____
_____	Liner Installation Fee.....	\$ _____
_____	Opening & Closing.....	\$ _____
_____	E. Memorial.....	\$ _____
_____	Memorial Installation Fee.....	\$ _____
_____	F. Granite Base.....	\$ _____
_____	G. Memorial Discount.....	\$ _____
_____	Net Memorial Sales (E or F-G).....	\$ _____
_____	Sales Tax.....	\$ _____
_____	TOTAL PRICE (target).....	\$ _____
_____	Allowance(s).....	\$ _____
_____	Other Applicable Discounts.....	\$ _____
_____	ADJUSTED SALES PRICE.....	\$ <u>\$15,520.00</u>

Notations: * SEE SEPARATE ATTACHMENT FOR LOT BLOCK & SPACE DESCRIPTIONS.

CREDITOR-SELLER:		HILLCREST MEMORIAL GARDENS, INC		
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The amount of credit provided to You or on your behalf)	TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled)	TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of)
<u>0.00 %</u>	<u>0.00 %</u>	\$ _____	\$ _____	\$ _____
Your payment schedule is:				
Number of payments	Amount of payments	When payments are due		
_____	\$ _____	Beginning _____ until paid in full		
<u>0</u>	\$ <u>0.00</u>	N/A		
_____	\$ _____			
PREPAYMENT: If You pay off early, You will not have to pay a penalty.				
ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller.				

RIGHTS OF PURCHASER AND SELLER

DATE 8-9-22

Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) sign(s) this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 28 day of July, 2022Buyer: [Signature] FSA _____
 Issue Deed to: Jefferson County Public Health Dept.Accepted By: [Signature]



CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

INDIGENT BURIAL PROGRAM

#IFB 18-036/YS

July 28, 2022

50 Burial Space Purchase

<u>Garden</u>	<u>Lot</u>	<u>Block</u>	<u>Space</u> <u>#'s</u>	<u># of Spaces</u>
Serenity	20	B	2	1
Serenity	20	D	2	1
Serenity	32	B	2	1
Serenity	32	D	2	1
Serenity	35	B	2	1
Serenity	35	D	2	1
Serenity	38	B	2	1
Serenity	38	D	2	1
Serenity	41	B	2	1
Serenity	41	D	2	1
Serenity	44	B	2	1
Serenity	44	D	2	1
Serenity	47	B	2	1
Serenity	47	D	2	1
Serenity	50	B	2	1
Serenity	50	D	2	1
Serenity	53	B	2	1
Serenity	53	D	2	1
Serenity	56	B	2	1
Serenity	58	D	4	1
Serenity	58	D	4	1
Serenity	59	D	4	1
Serenity	59	D	4	1
Serenity	60	D	4	1
Serenity	60	D	4	1

Serenity	61	D	4	1
Serenity	61	D	4	1
Serenity	62	D	4	1
Serenity	62	D	4	1
Serenity	63	D	4	1
Serenity	63	D	4	1
Serenity	72	B	2,3,4	3
Serenity	72	D	1,2,3,4	4
Serenity	73	B	1,2,3,4	4
Serenity	73	D	1,2,3,4	4
Serenity	74	B	1,2,3,4	4



Industrial and Commercial Mechanical

TACLA23943C
4445 Westpark Avenue
Beaumont, TX 77705
Phone (409) 842-3737
Fax (409) 842-3738

July 27, 2022

Ford Park Event Center
5115 I-10 South | Beaumont, TX | 77705

ATTN: LANCE ROSENBURG – FORD PARK FACILITY Supervisor
Subject: FORD PARK – temporary repair Relocate Parts, from West Tower to EAST COOLING TOWER

Mr. Rosenberg,

ICM WILL DISASSEMBLE AND RELOCATE COOLING TOWER PARTS FROM OLDER WEST TOWER OVER TO COOLING TOWER BEHIND CARRIER CHILLER UNIT AS LISTED BELOW, FOR YOUR REVIEW

ITEM	QTY	DESCRIPTION
1.	2 MEN	ICM HVAC TECHNICIANS 8HRS – TO DISASSEMBLE AND REMOVE SHAFT, BEARING, PROP ASSEMBLY - FROM (WEST SIDE - OLDER COOLING TOWER)
2.	3 MEN	2 ND DAY ICM TECHNICIANS 12 HRS TO RELOCATE OLD PARTS TO THE EAST (CARRIER CHILLER SIDE) COOLING TOWER, AND RE-INSTALL USED SHAFT, BEARING ASSEMBLY, FAN PROP AND MOTOR BRACKET, INSTALL AND RE-START TOWER, TEST OPERATION.
3.	2	NEW RB158 – 4 GROOVE TOWER V-BELTS - FURNISHED AND INSTALLED
4.	1	FURNISH – CRANE LIFT TRUCK for LIFTING, AND RELOCATING TOWER FAN PARTS.

ICM PRICE TO PERFORM PROPOSED REPAIRS

LABOR \$4,420.00

PARTS \$2728.00

TOTAL \$7148.00 TAX NOT INCLUDED

Please be aware that with removing and relocating older parts from West Tower – to the East cooling Tower, ICM cannot warranty or guarantee how long the older parts may properly function.

Items Not Included in Proposal

- Any items not included in proposal, or proposed scope of work will be submitted To Ford Park Management for approval, before proceeding with extra work.
- Warranty of existing parts, in existing old equipment.
- Any changes or modifications not included in proposal or proposed scope of work.
- Overtime or after-hours work – **all work is provided during regular working hours.**

THIS PROPOSAL IS **VALID – FOR 30 DAYS** – FROM THE DATE PROPOSAL IS FURNISHED

Thank you for your request for this proposal. We would appreciate the opportunity to provide these services. Please let me know if you would like to proceed with the proposed work, and **what purchase order number we will utilize, for our billing for services.**

As always, we thank you for your business and the opportunity to provide our services.

Regards,

Jerry F. Johnson

Service Sales Representative

Mobil: 409-658-8797

jjohnson@ic-mechanical.com



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

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

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

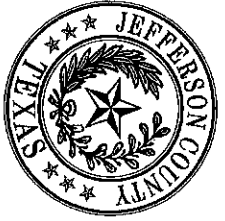
A handwritten signature, likely of Deborah Clark, consisting of stylized initials and a surname.

Date: August 3, 2022

Re: Disposal of Scrap Property

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

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY (Scrap Metal)

Date: 07/29/22

Department: JCCF

Contact Person: CAPT. MINTER

Phone: 720-4038

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
4 METAL AIR CONDITIONER UNITS			
1 METAL SATELITE DISH LARGE			
1 SATELITE DISH STAND			
22 METAL POLES			
3 LARGE METAL POLES			
2 METAL DESKS			
4 SMALL FILE CABINETS, 2 DRAWER			
12 METAL FRAME PIECES			



JEFFERSON COUNTY PURCHASING DEPARTMENT
DISPOSAL OF SALVAGE PROPERTY

Date: 07/29/22

Department: JCCF

Contact Person: CAPT. MINTER

Phone: 720-4038

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
7 METAL LG FILE CABINETS 4 DRAWER			
1 METAL TABLE			
3 METAL RACKS			
3 METAL SHELF CASINGS			
15 METAL SHELVES			
6 METAL CARTS			
9 METAL RODS			



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701

Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

A handwritten signature in dark ink, appearing to be "dc" or a stylized "Deborah Clark", is written over the printed name.

Date: August 3, 2022

Re: Disposal of Salvage Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

August 9, 2022

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
CONSTABLE PCT. 2	BLACK EXECUTIVE CHAIR		
<i>contact person: Linda Cormier</i>			
ENGINEERING	OCE PLOTTER/SCANNER/PRINTER	PW300-3300102230	33630
<i>contact person: Carol Bowman</i>			
PURCHASING	IBM WHEELWRITER TYPEWRITER	11-AFRTA	12616
PURCHASING	PANASONIC FAX MACHINE		
<i>contact person: Sylvia Moore</i>			
TAX - PORT ARTHUR	IBM WHEELWRITER 15 TYPEWRITER	11-GM395	
<i>contact person: Elisha Montiel</i>			

Approved by Commissioners' Court: _____

**Jefferson County
Precinct #3**

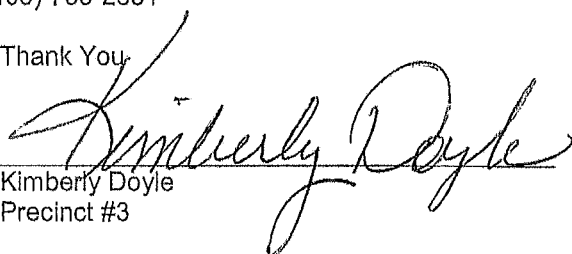
Memo

To: Fran Lee
From: Kimberly Doyle
CC: Jeffery Collins
Date: August 1, 2022
Re: Budget Tranfer

Please tranfer from account #113-0306-4313099 miscellaneous
\$4000.00 and put it in to account # 113-0305-431-4018,
to repair A-36 Tractor

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

Thank You


Kimberly Doyle
Precinct #3

Jefferson County



Precinct Four

Everette "Bo" Alfred
Commissioner

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Fran Lee, Auditing
FROM: Commissioner Everette Alfred
DATE: August 3, 2022
RE: **Transfer Funds – Out of Series**

Please make the following transfer as indicated. Thank you.

- **\$2,500** from account # 114-0405-431.30-34 (Diesel) into account # 114-0407-431.50-62 (Travel Expense) for additional cost of travel; and
- **\$1,000** from account # 114-0405-431.30-34 (Diesel) into account # 114-0405-431.40-08 (Automobiles and Trucks) for additional cost of equipment repairs.

Thank you.

EA/nr

Memo

Jefferson County Texas

To: Fran Lee, Auditing Dept.
From: Michelle Falgout, Engineering Dept.
Date: 8/2/2022
Re: Transfer of budgeted funds for purchase of GPS survey equipment

Fran, The Engineering Department respectfully requests the transfer of budgeted funds from the Engineering Road and Bridge labor items for "Assistants and Clerks" and "Employees Insurance" to the Capitol Engineering Equipment for the purchase of replacement GPS survey Equipment.

The Department's 10-15 year old Survey Equipment has experienced a failure due to an outdated operating system in the data collector and is no longer upgradable according to the manufacturer. This causes the equipment to stall in obtaining point information and is essentially unusable. This equipment is very valuable to the operations of our office for:

- Verifying as-built conditions of subdivisions;
- Providing surveying capabilities for design projects; and
- Obtaining highwater marks after flood events throughout the county.

The quote that is provided is from a state approved vendor in the Texas Department of Information Resources (DIR) System per information received from purchasing.

The money will be taken from the savings in labor items that were realized between the time that one employee retired in November 2021 and the replacement was hired in May 2022 and from the savings follow another employee retirement in March 2022. The following is the tabular summary.

Account Number	Account Descrip.	Decrease Debit	Increase Credit
115-0501-431.10-02	Assistants & Clerks	\$25,000	
115-0501-431.20-03	Employees Insurance	\$6,952	
115-0501-431.60-19	Capital – Engineering Equipment		\$31,951.36

Your consideration of this request is greatly appreciated.

Thank you,

Michelle



SALES QUOTE



AllTerra Central - Houston, 14722 Regnal Street, Houston, TX 77039-1042
281-987-1815

Sales Quote Number: SQ-55604

Sales Quote Date: 08/01/22

Page: 1

Quote Expiration Date: 09/30/22



Sell

To: JEFFERSON COUNTY AUDITORS OF
1149 PEARL ST, 7th FLOOR
BEAUMONT, TX 77701

Ship

To: JEFFERSON COUNTY AUDITORS OF
1149 PEARL ST, 7th FLOOR
BEAUMONT, TX 77701

Ship Via
Terms

Salesman Delivered
Net 30 Days

Customer ID 170700
SalesPerson Byrne/Moorman
Phone No. 281-885-1512

Item No.	Description	Unit	Quantity	Unit Price	DIR Disc %	Total Price
R12I-101-60-01	R12I, Model 60, ROW	Each	1	8,265.00	15.5	6,983.92
R12-CFG-001-40	R12 Base and Rover Mode	Each	1	22,605.00	15.5	19,101.22
101071-00-01	R12 Power Supply and Power Cord for Dual Battery Charger	Each	1	135.00	15.5	114.07
89840-00	R10 Rechargeable Battery 7.4V 3700 mAh 27.3 Wh	Each	1	215.00	15.5	181.67
5125-20-FLY	Rover Rod, 2M, AL, Snap-Lock, FLY	Each	1	172.36	15.5	145.64
TSC7-1-1111-00	TSC7 Controller-QWERTY USB Serial Boot,WW Region Stdalone	Each	1	5,040.00	15.5	4,258.80
EWLS-TA-LOYAL-	SW Maint.-Trimble Access RNST TSC3 sn:ES6VD14823 Loyalty	Each	1	1,240.00	15.5	1,047.80
121358-01-1	TSC7 Ext Battery Charger w/ Int. Cord, Btry 2Pk	Each	1	515.00	15.5	435.17
121349-01-1	TSC7 Pole Bracket	Each	1	245.00	15.5	207.02
121354-01-1	TSC7 Soft Carry Case Shoulder Bag	Each	1	90.00	15.5	76.05
TRAINING_ALLT	Equipment Training-on site	Each	1		9.5	
Transferred to page 2.....						32,551.36

Item No.	Description	Unit	Quantity	Unit Price	DIR Disc %	Total Price
	Transferred from page 1..... Covers field SW & workflow					32,551.36
TI-USED-TSC3	TSC3 NO TA	Each	-1	100.00		-100.00
TI-USED-R6-1	R6 Mod 1 with GLONASS sn:4716131034	Each	-1	500.00		-500.00

- Earning Your Business is our Top Priority
- 8 Local Offices to Serve Your Needs
- Dedicated Support Line Included
- Serving the Geospatial Community for Over 30 Years

Subtotal:	31,951.36
Total Sales Tax:	0.00
Total:	31,951.36

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 2, 2022

The following budget transfer for the County Judge is necessary for additional cost for contractual services:

120-1015-413-5077	Contractual Services	\$10,000
120-1015-413-1002	Assistants & Clerks	\$10,000

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: AUGUST 2, 2022

The following budget transfer for the JP Pct 8 is necessary for additional cost for postage:

120-2049-412-4052	Postage	\$1,500	
120-2049-412-1005	Extra Help		\$1,500



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauburger
Chief of Corrections
jshauburger@co.jefferson.tx.us

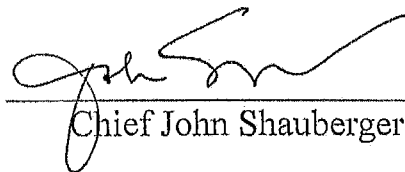
TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauburger
Jefferson County Sheriff's Office

RE: Transfer Funds

DATE: August 1, 2022

Please transfer \$1300.00 from budget account 120-3060-421-30-42 (Lab Supplies) to 120-3060-421-40-11 (Equipment Repair) for the payment of firearms comparison scope repair.



Chief John Shauburger



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

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

Donta Miller
Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shauburger
Chief of Corrections
jshauburger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauburger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2022

DATE: August 1, 2022

Please transfer \$15,000 from budget account 120-3062-423-50-63 (Transfer Prisoners) to 120-3062-423-4004 (Airplane Fuel) for increase in fuel cost for the Jail Airplane.

A handwritten signature of John Shauburger in black ink, written over a horizontal line.

Chief John Shauburger



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,
Chief Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Fran Lee
Auditor's Office

From: Edward J. Cockrell, Sr.
Chief Juvenile Probation Officer

Date: August 2, 2022

Re: **Budget Transfer**

I am requesting the following budget transfer from line item **120-3064**:

To:	120-3064-424.30-33	Food	\$6,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$6,000.00

Note: The transfer request is to ensure funding for the remainder of the budget year.

GENE A. WINSTON, JR.
CONSTABLE PCT. 8
525 LAKESHORE DRIVE
PORT ARTHUR, TX 77640



WILLIE JANE BRISCOE
SENIOR OFFICE SPECIALIST
OFFICE: 409-983-8311 FAX 409-983-8803
EMAIL: JCP8@CO.JEFFERSON.TX.US

Attention: Jefferson County Commissioners
Cc: Fran Lee (Auditor's office)
Date: 8/1/2022

I am requesting to transfer \$3000 from the travel expense account (# 120-3072-425.50-62) to the clothing expense account (120-3072-425.30-17). This request is necessary in order to outfit myself and all deputies. Thank you for your consideration in this matter.

A handwritten signature in black ink, appearing to read "Gene A. Winston, Jr.", is written over a horizontal line.

Gene A. Winston, Jr.
Constable PCT. 8
409.983.8311

**Jefferson County
Maintenance Dept.
PCT.3**

**525Lakeshore Dr.
Port Arthur Tx.
77640**

To: Fran Lee, Auditing
From: Kenneth Shepherd maint.sup.
Date: August 1, 2022
Re: Transfer funds (Budget)

Please make the following transfer
\$1,939.25 from account#120-6084-416-5053 (rent equipment) into account# 120-6084-416-60-14 (capital outlay) Buildings and structures for po#085747-0211179 specialized maintenance service

Thank you

Ks/Mg

To: Fran Lee
From: Mike Trahan
Re: Budget Transfer
Date: August 4, 2022
Fran,

I would like to request a transfer of \$11,400.00 from 112-0209-431-60-11 Road Machinery to 112-0209-431-60-18 Power Tools. This is to purchase a TEXA-TRUCK- OHW-LAPTOP for Heave truck and Equipment maintenance and repairs.

**I do know that this has to go through Commissioner's Court.
Thanks for your help.**

Sincerely,
Mike Trahan
Superintendent, Road and Bridge Precinct 2

**Diesel Laptops LLC**

7440 broad river rd
 irmo, SC 29063
 (888) 983-1975
 sales@diesellaptops.com

Preliminary Invoice

Quote Number: 024060

**CUSTOMER**

Jefferson County Road & Bridge

BILL TO CONTACT

James Saunders

SHIP TO CONTACT

James Saunders

BILL TO ADDRESS

7759 Viterbo Rd
 Beaumont, TX 77705-9297 USA

SHIP TO ADDRESS

7759 Viterbo Rd
 Beaumont, TX 77705-9297 USA

Customer PO #	Payment Terms	Shipping Terms	Shipment	Sales Rep	FOB Point
			UPS Ground	Brandon Flynt	
Line	Part Number	Part Name	Ordered	Unit Price	Total Price
1	TEXA-TRUCK-OHW-LAPTOP	TEXA Truck with OHW, PowerPack, CAT Cable	1 ea	\$9,975.00	\$9,975.00
2	3151/T61	OHW - CAT 2015 14-pin Cable - 3907749	1 ea	\$208.00	\$208.00
3	3151/T27	Truck - 12-Pin Deutz Cable - 3901982	1 ea	\$205.00	\$205.00
4	SHIPPING	SHIPPING	1 ea	\$0.00	\$0.00

Subtotal: \$10,388.00**Tax:** \$857.01**Total:** \$11,245.01

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 1	284
NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	61.50	497732	61.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	7,637.23	497585	
BEAUMONT TRACTOR COMPANY	111.62	497591	
M&D SUPPLY	47.78	497620	
SOUTHEAST TEXAS WATER	7.00	497633	
UNDERGROUND INC.	837.00	497677	
ATTABOY TERMITE & PEST CONTROL	48.90	497699	
SAM'S CLUB DIRECT	203.52	497715	
FUNCTION 4 LLC	31.00	497738	8,924.05**
ROAD & BRIDGE PCT.#2			
ENTERGY	196.24	497612	
FUNCTION 4 LLC	31.00	497738	
CHARTER COMMUNICATIONS	152.56	497779	379.80**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	550.00	497580	
COASTAL WELDING SUPPLY	153.00	497598	
FARM & HOME SUPPLY	9.47	497607	
ENTERGY	517.22	497612	
MOTION INDUSTRIES, INC.	139.12	497622	
PHILPOTT MOTORS, INC.	255.08	497625	
S.E. TEXAS BUILDING SERVICE	65.00	497632	
W. JEFFERSON COUNTY M.W.D.	32.34	497645	
ON TIME TIRE	446.31	497712	
FUNCTION 4 LLC	62.00	497738	
GULF COAST	5,477.98	497756	
MUNRO'S UNIFORM SERVICES, LLC	23.95	497782	7,731.47**
ROAD & BRIDGE PCT.#4			
ENTERGY	1,436.07	497612	
W. JEFFERSON COUNTY M.W.D.	74.09	497645	
JASON'S DELI	3,595.10	497657	
UNITED STATES POSTAL SERVICE	1.47	497666	
BEAUMONT FREIGHTLINER WESTERN STAR	1,023.71	497684	
MARTIN PRODUCT SALES LLC	224.00	497687	
FIRETROL PROTECTION SYSTEMS, INC.	285.00	497697	
LD CONSTRUCTION	161.51	497698	
ATTABOY TERMITE & PEST CONTROL	121.26	497699	
ON TIME TIRE	465.00	497712	
FUNCTION 4 LLC	52.00	497738	
TRUX SERVICE BODY & RIGGING LLC	7,495.00	497755	
GULF COAST	678.19	497756	
ODP BUSINESS SOLUTIONS, LLC	65.79	497781	
MUNRO'S UNIFORM SERVICES, LLC	112.78	497782	
STEWART & STEVENSON POWER PRODUCTS	1,349.46	497784	17,140.43**
ENGINEERING FUND			
UNITED STATES POSTAL SERVICE	2.40	497666	
FUNCTION 4 LLC	62.00	497738	64.40**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	76.73	497595	
ENTERGY	313.76	497612	
W. JEFFERSON COUNTY M.W.D.	57.54	497645	448.03**
GENERAL FUND			
TAX OFFICE			
SOUTHEAST TEXAS WATER	295.00	497634	
AT&T	127.05	497638	
UNITED STATES POSTAL SERVICE	658.82	497666	

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 2	285
NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	128.84	497667	
SUPERIOR PRESS	152.96	497704	
FUNCTION 4 LLC	155.00	497738	
ODP BUSINESS SOLUTIONS, LLC	175.65	497781	1,693.32*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.96	497666	
FUNCTION 4 LLC	31.00	497738	
ODP BUSINESS SOLUTIONS, LLC	9.93	497781	42.89*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	497635	
UNITED STATES POSTAL SERVICE	.81	497666	
FUNCTION 4 LLC	31.00	497738	
ODP BUSINESS SOLUTIONS, LLC	473.09	497781	539.85*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	251.52	497666	
UNITED STATES POSTAL SERVICE	207.37	497667	
SIERRA SPRING WATER CO. - BT	95.84	497669	
FUNCTION 4 LLC	93.00	497738	
FUNCTION4	695.72	497773	
ODP BUSINESS SOLUTIONS, LLC	328.84	497781	1,672.29*
COUNTY JUDGE			
CAYLA CALAMIA	1,600.00	497593	
CATHERINE BRUNEY	500.00	497615	
LINDA F PATTERSON	1,080.00	497624	
TAMARA DEROUEN	400.00	497648	
GERMER PLLC	500.00	497654	
UNITED STATES POSTAL SERVICE	2.04	497666	
JEFF R BRANICK	1,567.98	497689	
KENT W JOHNS	500.00	497707	
JOSHUA C HEINZ	500.00	497714	
WILLIAM FORD DISHMAN	500.00	497722	
FUNCTION 4 LLC	31.00	497738	
ODP BUSINESS SOLUTIONS, LLC	58.64	497781	7,239.66*
RISK MANAGEMENT			
CDW COMPUTER CENTERS, INC.	83.70	497653	
UNITED STATES POSTAL SERVICE	6.33	497666	
FUNCTION 4 LLC	31.00	497738	121.03*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	181.58	497666	
FUNCTION 4 LLC	62.00	497738	243.58*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	350.00	497738	350.00*
PURCHASING DEPARTMENT			
THE EXAMINER	336.25	497605	
PORT ARTHUR NEWS, INC.	714.40	497626	
UNITED STATES POSTAL SERVICE	61.52	497666	
FUNCTION 4 LLC	31.00	497738	1,143.17*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	40.00	497618	
INTERFACE EAP, INC	1,316.25	497649	
ADVANCED STAFFING	97.50	497650	
VERIZON WIRELESS	265.93	497660	
GULF COAST STRATEGIC HWY COALITION	5,000.00	497752	
ALLISON, BASS & MAGEE, LLP	2,401.25	497754	
CHARTER COMMUNICATIONS	646.41	497774	9,767.34*
DATA PROCESSING			

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 3 286
NAME	AMOUNT	CHECK NO. TOTAL
CDW COMPUTER CENTERS, INC.	1,342.99	497653
FUNCTION 4 LLC	31.00	497738
ODP BUSINESS SOLUTIONS, LLC	12.98	497781
VOTERS REGISTRATION DEPT		1,386.97*
UNITED STATES POSTAL SERVICE	260.31	497666
FUNCTION 4 LLC	31.00	497738
ELECTIONS DEPARTMENT		291.31*
SIERRA SPRING WATER CO. - BT	8.99	497669
FUNCTION 4 LLC	31.00	497738
ODP BUSINESS SOLUTIONS, LLC	249.68	497781
DISTRICT ATTORNEY		289.67*
UNITED STATES POSTAL SERVICE	146.22	497666
CHRISTOPHER CADENA	1,196.84	497683
SUMMER TANNER	262.80	497690
TRANSUNION RISK AND ALTERNATIVE	169.00	497728
FUNCTION 4 LLC	155.00	497738
ODP BUSINESS SOLUTIONS, LLC	7.94	497781
DISTRICT CLERK		1,937.80*
CDW COMPUTER CENTERS, INC.	237.46	497653
UNITED STATES POSTAL SERVICE	319.00	497666
FUNCTION 4 LLC	31.00	497738
CHAPMAN VENDING	255.12	497767
ODP BUSINESS SOLUTIONS, LLC	270.76	497781
CRIMINAL DISTRICT COURT		1,113.34*
DAVID GROVE	8,750.00	497586
DONALD W. DUESLER & ASSOC.	8,750.00	497601
MARSHA NORMAND	8,750.00	497623
KEVIN PAULA SEKALY PC	8,750.00	497630
KEVIN S. LAINE	4,375.00	497651
FUNCTION 4 LLC	62.00	497738
MARVIN LEWIS JR	800.00	497746
58TH DISTRICT COURT		40,237.00*
SOUTHWEST BUILDING SYSTEMS	194.27	497636
FUNCTION 4 LLC	31.00	497738
60TH DISTRICT COURT		225.27*
UNITED STATES POSTAL SERVICE	31.57	497666
FUNCTION 4 LLC	31.00	497738
136TH DISTRICT COURT		31.57*
UNITED STATES POSTAL SERVICE	1.47	497666
LEXIS-NEXIS	80.00	497668
FUNCTION 4 LLC	31.00	497738
172ND DISTRICT COURT		112.47*
LEXIS-NEXIS	80.00	497668
FUNCTION 4 LLC	31.00	497738
ODP BUSINESS SOLUTIONS, LLC	183.73	497781
252ND DISTRICT COURT		294.73*
JACK LAWRENCE	261.40	497587
EDWARD B. GRIPON, M.D., P.A.	1,785.00	497611
WENDELL RADFORD	800.00	497627
MIKE VAN ZANDT	8,750.00	497643
KEVIN S. LAINE	4,375.00	497651
CHARLES ROJAS	8,750.00	497656
UNITED STATES POSTAL SERVICE	.49	497666

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 4 287
NAME	AMOUNT	CHECK NO. TOTAL
SUMMER TANNER	87.60	497690
ALLEN PARKER	8,750.00	497703
BRITTANIE HOLMES	8,750.00	497716
JARED GILTHORPE	900.00	497726
FUNCTION 4 LLC	62.00	497738
MARVIN LEWIS JR	900.00	497746
THE SAMUEL FIRM, PLLC	900.00	497751
ODP BUSINESS SOLUTIONS, LLC	353.04	497781
279TH DISTRICT COURT		45,424.53*
GERMER PLLC	957.00	497654
GLEN M. CROCKER	350.00	497671
LANGSTON ADAMS	325.00	497674
KIMBERLY PHELAN, P.C.	650.00	497685
TONYA CONNELL TOUPS	110.00	497694
REAUD MORGAN & QUINN LLP	110.00	497696
JASON ROBERT NICKS	220.00	497702
LINDSAY LAW FIRM, PLLC	220.00	497706
FUNCTION 4 LLC	31.00	497738
WALDENREYNARD, PLLC	110.00	497770
317TH DISTRICT COURT		3,083.00*
LAIRON DOWDEN, JR.	350.00	497600
CASH ADVANCE ACCOUNT	491.60	497618
KEVIN PAULA SEKALY PC	1,050.00	497630
CHARLES ROJAS	150.00	497656
RONALD PLESSALA	700.00	497695
MATUSKA LAW FIRM	250.00	497725
FUNCTION 4 LLC	31.00	497738
JUSTICE COURT-PCT 1 PL 1		3,022.60*
UNITED STATES POSTAL SERVICE	71.09	497666
FUNCTION 4 LLC	31.00	497738
JUSTICE COURT-PCT 1 PL 2		102.09*
CASH ADVANCE ACCOUNT	440.21	497618
UNITED STATES POSTAL SERVICE	43.44	497666
FUNCTION 4 LLC	31.00	497738
JUSTICE COURT-PCT 4		514.65*
FUNCTION 4 LLC	31.00	497738
JUSTICE COURT-PCT 6		31.00*
UNITED STATES POSTAL SERVICE	54.00	497666
FUNCTION 4 LLC	31.00	497738
DIRECTV, LLC	75.48	497769
JUSTICE OF PEACE PCT. 8		160.48*
UNITED STATES POSTAL SERVICE	564.24	497667
FUNCTION 4 LLC	31.00	497738
ODP BUSINESS SOLUTIONS, LLC	237.16	497781
COUNTY COURT AT LAW NO.1		832.40*
UNITED STATES POSTAL SERVICE	10.80	497666
FUNCTION 4 LLC	31.00	497738
COUNTY COURT AT LAW NO. 2		41.80*
DAVID GROVE	250.00	497586
JACK LAWRENCE	250.00	497587
DONALD BOUDREAUX	250.00	497592
CHARLES ROJAS	250.00	497656
JOHN D WEST	400.00	497658
UNITED STATES POSTAL SERVICE	8.01	497666
FUNCTION 4 LLC	31.00	497738

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 5	288
NAME	AMOUNT	CHECK NO.	TOTAL
LAW OFFICE OF GILES R COLE & ASSOC	400.00	497766	1,839.01*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	850.00	497606	
UNITED STATES POSTAL SERVICE	9.41	497666	
MATUSKA LAW FIRM	650.00	497725	
JARED GILTHORPE	250.00	497726	
FUNCTION 4 LLC	31.00	497738	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	497766	2,190.41*
COURT MASTER			
KENT WALSTON	1,000.00	497670	
FUNCTION 4 LLC	31.00	497738	
RICHARD D HUGHES ATTORNEY AT LAW	1,750.00	497765	2,781.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	9.26	497666	
FUNCTION 4 LLC	31.00	497738	40.26*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	497738	124.00*
SHERIFF'S DEPARTMENT			
RAY ALLEN MFG. CO., INC.	1,354.98	497583	
CITY OF NEDERLAND	40.46	497596	
EQUINE MEDICINE & SURGERY	105.00	497604	
FED EX	31.87	497608	
CASH ADVANCE ACCOUNT	1,007.44	497618	
MOORMAN & ASSOCIATES, INC.	1,530.00	497621	
AT&T	388.11	497638	
CDW COMPUTER CENTERS, INC.	428.20	497653	
THREADS	75.00	497664	
UNITED STATES POSTAL SERVICE	1,032.86	497666	
BEAUMONT OCCUPATIONAL SERVICE, INC.	34.95	497672	
LOWE'S HOME CENTERS, INC.	540.55	497673	
DATAWORKS PLUS, LLC	6,007.50	497680	
RITA HURT	1,100.00	497710	
ROGER SMITH	265.00	497718	
SILSBEE FORD INC	20,467.87	497723	
GALLS LLC	701.98	497730	
3L PRINTING COMPANY	70.00	497733	
FUNCTION 4 LLC	310.00	497738	
THE MONOGRAM SHOP	511.50	497739	
NEIGHBORHOOD VETERINARY CENTERS	84.70	497760	
NEIGHBORHOOD VETERINARY CENTERS LLC	594.76	497772	
CHARTER COMMUNICATIONS	1,024.75	497775	
ODP BUSINESS SOLUTIONS, LLC	92.36	497781	37,799.84*
CRIME LABORATORY			
ALLOMETRICS INC.	185.00	497584	
AGILENT TECHNOLOGIES	4,050.19	497588	
FED EX	58.28	497609	
FISHER SCIENTIFIC	965.21	497610	
THERMAL SCIENTIFIC, INC.	195.28	497641	
VERIZON WIRELESS	37.99	497662	
CLEAN HARBORS ENVIRONMENTAL SERVICE	147.66	497676	
MATERA PAPER COMPANY INC	84.02	497719	
FUNCTION 4 LLC	31.00	497738	
PARAGON SOUTHWEST MEDICAL WASTE LLC	2,524.00	497743	
ODP BUSINESS SOLUTIONS, LLC	110.14	497781	8,388.77*
JAIL - NO. 2			
JACK BROOKS REGIONAL AIRPORT	3,722.39	497617	
CASH ADVANCE ACCOUNT	1,886.35	497618	
AT&T	1,115.52	497638	
TEXAS JAIL ASSOCIATION	870.00	497640	

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 6 289
NAME	AMOUNT	CHECK NO. TOTAL
MARK ELLIS	263.67	497688
WORLD FUEL SERVICES	1,352.75	497700
FUNCTION 4 LLC	217.00	497738
JERRY LOWE	294.23	497740
LASALLE CORRECTIONS VI LLC	38,280.00	497745
EPIC BUSINESS ESSENTIALS, LLC	1,434.20	497759
DYLAN LISCHAU	53.81	497771
JUVENILE PROBATION DEPT.		49,489.92*
CHERYL TARVER	50.00	497647
UNITED STATES POSTAL SERVICE	17.39	497666
LYNN BIERHALTER	100.00	497686
TANISHA GRIFFIN	203.13	497727
ROXANA MITCHELL	334.38	497731
FUNCTION 4 LLC	93.00	497738
SHERONDA LEE	144.38	497742
TRISH DAVIS	148.13	497748
BRENDA WOOD	137.50	497764
ODP BUSINESS SOLUTIONS, LLC	114.86	497781
JUVENILE DETENTION HOME		1,342.77*
EPS	6,833.42	497602
AT&T	732.41	497638
CHARMTX INC.	696.46	497678
FUNCTION 4 LLC	31.00	497738
CONSTABLE PCT 1		8,293.29*
UNITED STATES POSTAL SERVICE	76.59	497666
FUNCTION 4 LLC	31.00	497738
CONSTABLE-PCT 2		107.59*
ODP BUSINESS SOLUTIONS, LLC	61.98	497781
CONSTABLE-PCT 4		61.98*
KIRKSEY'S SPRINT PRINTING	228.10	497619
FUNCTION 4 LLC	31.00	497738
CONSTABLE-PCT 6		259.10*
UNITED STATES POSTAL SERVICE	19.57	497666
FUNCTION 4 LLC	31.00	497738
CONSTABLE PCT. 8		50.57*
FUNCTION 4 LLC	31.00	497738
AGRICULTURE EXTENSION SVC		31.00*
MERCY LAPOINTE	16.88	497701
FUNCTION 4 LLC	31.00	497738
HEALTH AND WELFARE NO. 1		47.88*
CLAYBAR FUNERAL HOME, INC.	1,500.00	497597
MCKESSON MEDICAL-SURGICAL INC	88.68	497655
CLAYBAR HAVEN OF REST	3,120.00	497663
UNITED STATES POSTAL SERVICE	69.21	497666
FUNCTION 4 LLC	62.00	497738
NUANCE COMMUNICATIONS, INC	118.50	497753
EZE D EDE MD	2,932.58	497762
HEALTH AND WELFARE NO. 2		7,890.97*
ENTERGY	70.00	497613
UNITED STATES POSTAL SERVICE	1,005.61	497667
FUNCTION 4 LLC	62.00	497738
NUANCE COMMUNICATIONS, INC	118.50	497753
EZE D EDE MD	2,932.58	497762

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 7	290
NAME	AMOUNT	CHECK NO.	TOTAL
CHARTER COMMUNICATIONS	166.72	497776	
NURSE PRACTITIONER			4,355.41*
FUNCTION 4 LLC	31.00	497738	
ENVIRONMENTAL CONTROL			31.00*
AT&T	38.02	497638	
FUNCTION 4 LLC	31.00	497738	
INDIGENT MEDICAL SERVICES			69.02*
CARDINAL HEALTH 110 INC	38,819.06	497721	
MAINTENANCE-BEAUMONT			38,819.06*
CITY OF BEAUMONT - WATER DEPT.	410.56	497594	
COBURN SUPPLY COMPANY INC	31.08	497599	
ECOLAB	212.47	497603	
ENTERGY	1,454.25	497612	
RITTER @ HOME	44.99	497628	
RALPH'S INDUSTRIAL ELEC(USE 211211)	198.72	497629	
ACE IMAGEWEAR	235.96	497631	
AT&T	1,169.93	497638	
WARREN EQUIPMENT CO.	383.63	497644	
WORTH HYDROCHEM OF THE GULF COAST	290.00	497646	
BAKER DISTRIBUTING COMPANY	267.94	497679	
A1 FILTER SERVICE COMPANY	732.70	497708	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	38.75	497729	
FUNCTION 4 LLC	31.00	497738	
TRIANGLE ART & FRAME	413.60	497768	
CHARTER COMMUNICATIONS	174.69	497778	
ODP BUSINESS SOLUTIONS, LLC	120.75	497781	
MAINTENANCE-PORT ARTHUR			6,211.02*
TEXAS DEPT OF LICENSING &	10.00	497639	
CDW COMPUTER CENTERS, INC.	107.67	497653	
LOWE'S HOME CENTERS, INC.	151.62	497673	
TEXAS GAS SERVICE	564.00	497675	
PRO CHEM INC	315.22	497713	
FUNCTION 4 LLC	93.00	497738	
BE'S SMALL ENGINE SERVICES	215.00	497750	
PARKER'S BUILDING SUPPLY	79.99	497783	
MAINTENANCE-MID COUNTY			1,536.50*
CITY OF NEDERLAND	71.39	497596	
ENTERGY	491.40	497612	
AT&T	736.54	497638	
W. JEFFERSON COUNTY M.W.D.	49.55	497645	
FUNCTION 4 LLC	31.00	497738	
SERVICE CENTER			1,379.88*
A-1 TINT & ACCESSORIES	1,604.95	497581	
ACTION AUTO GLASS	39.95	497582	
SPIDLE & SPIDLE	13,008.70	497585	
HI-LINE	209.00	497614	
J.K. CHEVROLET CO.	169.16	497616	
PHILPOTT MOTORS, INC.	471.65	497625	
RITTER @ HOME	45.98	497628	
FASTENAL	26.50	497652	
JEFFERSON CTY. TAX OFFICE	7.50	497659	
PETROLEUM SOLUTIONS, INC.	342.86	497681	
BUMPER TO BUMPER	891.71	497682	
ATTABOY TERMITE & PEST CONTROL	85.00	497699	
ADVANCE AUTO PARTS	521.80	497717	
SILSBEE FORD INC	1,064.55	497723	
FUNCTION 4 LLC	31.00	497738	
MUNRO'S UNIFORM SERVICES, LLC	256.95	497782	
VETERANS SERVICE			18,777.26*

PGM: GMCOMMV2	DATE 08-09-2022	AMOUNT	CHECK NO.	PAGE: 8 291 TOTAL
UNITED STATES POSTAL SERVICE		.81	497666	
UNITED STATES POSTAL SERVICE		57.47	497667	
FUNCTION 4 LLC		62.00	497738	
				120.28*
				313,983.60**
MOSQUITO CONTROL FUND				
CITY OF NEDERLAND		31.90	497596	
AT&T		38.35	497638	
UNITED PARCEL SERVICE		22.38	497642	
ATTABOY TERMITE & PEST CONTROL		220.00	497699	
FUNCTION 4 LLC		31.00	497738	
O'REILLY AUTO PARTS		32.96	497744	
MUNRO'S UNIFORM SERVICES, LLC		71.94	497782	
PARKER'S BUILDING SUPPLY		30.95	497783	
				479.48**
FEMA EMERGENCY				
P SQUARED EMULSION PLANTS, LLC		45,219.92	497749	
				45,219.92**
FAMILY GROUP CONFERENCING				
FUNCTION 4 LLC		31.00	497738	
				31.00**
J.C. FAMILY TREATMENT				
BEAUMONT OCCUPATIONAL SERVICE, INC.		155.00	497672	
MARY BEVIL		1,204.50	497761	
				1,359.50**
SECURITY FEE FUND				
GALLS LLC		165.00	497730	
ALLIED UNIVERSAL SECURITY SERVICES		10,864.06	497758	
				11,029.06**
LAW LIBRARY FUND				
THOMSON REUTERS-WEST		251.46	497720	
FUNCTION 4 LLC		31.00	497738	
				282.46**
ENVIRONMENTAL GRANTS/H2O				
ODP BUSINESS SOLUTIONS, LLC		319.19	497781	
				319.19**
EMPG GRANT				
FUNCTION 4 LLC		31.00	497738	
CHARTER COMMUNICATIONS		122.62	497777	
				153.62**
COMMUNITY SUPERVISION FND				
UNITED STATES POSTAL SERVICE		76.89	497666	
UNITED STATES POSTAL SERVICE		413.18	497667	
JCCSC		30.00	497705	
FUNCTION 4 LLC		62.00	497738	
				582.07**
COMMUNITY CORRECTIONS PRG				
FUNCTION 4 LLC		31.00	497738	
				31.00**
DRUG DIVERSION PROGRAM				
FUNCTION 4 LLC		31.00	497738	
				31.00**
LAW OFFICER TRAINING GRT				
FOREMOST PROMOTIONS		3,187.50	497734	
				3,187.50**
COUNTY CLERK - RECORD MGT				
EASTMAN PARK MICROGRAPHICS INC		2,946.75	497711	
				2,946.75**
COUNTY CLK RECORDS ARCHIV				

PGM: GMCOMMV2	DATE 08-09-2022	PAGE: 9	292
NAME	AMOUNT	CHECK NO.	TOTAL
KOFILE TECHNOLOGIES INC	11,000.00	497709	11,000.00**
CONST. PCT. 7 EDUCATION			
CASH ADVANCE ACCOUNT	827.15	497618	827.15**
CONST. PCT. 8 EDUCATION			
TEXAS STATE UNIVERSITY SAN MARS	315.00	497637	315.00**
J.P. COURTROOM TECH. FUND			
TYLER TECHNOLOGIES INC	11,628.56	497757	11,628.56**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	283.34	497594	
M&D SUPPLY	74.21	497620	
JOSEPH SEMIEN	23.62	497692	
FUNCTION 4 LLC	31.00	497738	
CHAPMAN VENDING	25.90	497767	
MUNRO'S UNIFORM SERVICES, LLC	130.63	497782	568.70**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	497738	62.00**
CETRZ/CTIF GRANT			
GULF COAST	8,957.38	497756	8,957.38**
AIRPORT FUND			
FJORD AVIATION FUELING	343.66	497589	
BEAUMONT TRACTOR COMPANY	179.33	497591	
CITY OF NEDERLAND	606.75	497596	
LOWE'S HOME CENTERS, INC.	459.72	497673	
DISH NETWORK	106.70	497691	
RUTTY & MORRIS LLC	4,695.00	497693	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	92.26	497724	
FUNCTION 4 LLC	62.00	497738	
TITAN AVIATION FUELS	68,513.42	497747	
MUNRO'S UNIFORM SERVICES, LLC	98.98	497782	75,157.82**
AIRPORT IMPROVE. GRANTS			
THE LABICHE ARCHITECTURAL GROUP	2,615.32	497590	2,615.32**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	122,338.20	497741	122,338.20**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	1,283.19	497723	1,283.19**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,746.00	497558	
CLEAT	270.00	497559	
JEFFERSON CTY. TREASURER	11,921.48	497560	
RON STADTMUELLER - CHAPTER 13	182.31	497561	
INTERNAL REVENUE SERVICE	208.00	497562	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,920.00	497563	
JEFFERSON CTY. COMMUNITY SUP.	6,814.82	497564	
JEFFERSON CTY. TREASURER - HEALTH	534,006.34	497565	
JEFFERSON CTY. TREASURER - GENERAL	20.00	497566	
JEFFERSON CTY. TREASURER - PAYROLL	1,931,803.38	497567	
JEFFERSON CTY. TREASURER - PAYROLL	671,656.64	497568	
MONY LIFE INSURANCE OF AMERICA	62.88	497569	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	497570	
JEFFERSON CTY. TREASURER - TCDRS	770,252.99	497571	
JEFFERSON COUNTY TREASURER	2,957.33	497572	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY - TREASURER -	8,096.93	497573	
NECHES FEDERAL CREDIT UNION	35,281.43	497574	
JEFFERSON COUNTY - NATIONWIDE	71,462.44	497575	
SBA - U S DEPARTMENT OF TREASURY	277.78	497576	
CONSERVE	190.03	497577	
INVESCO INVESTMENT SERVICES, INC	706.66	497578	
TRANSWORLD SYSTEMS INC.	189.48	497579	
			4,066,893.81**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	3,960.00	497763	
			3,960.00**
J C ASSISTANCE DISTRICT 4			
ENTERGY	9.27	497612	
			9.27**
MARINE DIVISION			
CITY OF NEDERLAND	21.40	497596	
JACK BROOKS REGIONAL AIRPORT	945.28	497617	
			966.68**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	497661	
SILSBEE FORD INC	14,540.85	497723	
			14,655.24**
			4,735,624.15***

GlobalSign Subscriber Agreement Acceptance Form



GlobalSign Subscriber Agreement - Digital Certificates and Services - Version 5.0

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE CERTIFICATE ISSUED TO YOU OR YOUR ORGANIZATION. BY APPLYING FOR A CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CANCEL YOUR ORDER WITHIN SEVEN (7) DAYS OF THE AVAILABILITY OF THE CERTIFICATE FOR A FULL REFUND. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT legal@globalsign.com

PLEASE RETURN THE SIGNED DOCUMENTS TO VETTING-US@GLOBALSIGN.COM

This GlobalSign Subscriber Agreement ("Agreement") is effective as of the date of the application for the Extended SSL Digital Certificate, EV Codesigning Certificate and MSSL EV profile (EV products) (the "Effective Date") between ("GMO GlobalSign, Inc."), and the applicant receiving the Digital Certificate ("Subscriber").

("Subscriber") Jefferson County PAR130220	("Globalsign") GMO GlobalSign, Inc.
1149 Pearl St Ste 301, Beaumont, Texas, USA	2 International Drive, Suite 150 Portsmouth, NH, 03801 USA
Jeff Branick	Lila Kee, General Manager

The **GlobalSign Subscriber Agreement - Digital Certificates and Services - Version 5.0** found on the GlobalSign repository at <https://www.globalsign.com/en/repository> is incorporated by reference in its entirety. The following is an outline of the Subscriber Agreement sections provided for your reference.

1.0 Definitions and Incorporation by Reference

2.0 Authority to Use Certificates

- 2.1 Grant of Authority
- 2.2 Limitations on Authority

3.0 Services Provided by GlobalSign

- 3.1 Provision of Certificate Revocation Lists (CRL), Online Certificate Status Protocol (OCSP) Services and Certificate Issuing Authority Details.
- 3.2 Revocation Services for Certificates
- 3.3 Key Generation
- 3.4 Site Seal Services for SSL/TLS Certificates and OCSP/CRL Responses
- 3.5 Timestamping Services for Code Signing Certificate
- 3.6 Time stamping Services for PDF Signing for Adobe CDS Certificate
- 3.7 Time stamping Services for Adobe Authorized Trust List (AATL) Certificate

4.0 Subscriber's Obligations and Warranties

- 4.1 Accuracy of Information
- 4.2 Protection of Private Key
- 4.3 Private Key Reuse
- 4.4 Prevention of Misuse
- 4.5 Acceptance of Certificate
- 4.6 Use; Restrictions
- 4.7 Reporting and Revocation
- 4.8 Termination of Use of Certificate
- 4.9 Responsiveness
- 4.10 Acknowledgement and Acceptance
- 4.11 Sharing of Information
- 4.12 Compliance with Industry Standards
- 4.13 Domain Control for SSL/TLS Certificate
- 4.14 E-mail Control for PersonalSign Certificate
- 4.15 Key Generation and Usage
- 4.16 NAESB Certificates

5.0 Fees

6.0 Consent to Publish Information

7.0 Test Certificates

8.0 GlobalSign Limited Warranty

9.0 Term and Termination

10.0 Effect of Termination

11.0 Miscellaneous Provisions

- 11.1 Governing Law and Venue
- 11.2 Binding Effect
- 11.3 Entire Agreement
- 11.4 Severability
- 11.5 Notices
- 11.6 Privacy; Use of third-party databases
- 11.7 Trade Names, Logos

12.0 Customer Support

GlobalSign Subscriber Agreement Acceptance Form



Contract Signer's Warranty

By signing this Subscriber Agreement Acceptance Form, the Contract Signer acknowledges that s/he has the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the company's software or the company's website, and that the Applicant is responsible for all uses of its EV Certificates.

By signing this Subscriber Agreement Acceptance Form on behalf of Subscriber, the Contract Signer represents that the Contract Signer:

- (I) Submit, and, if applicable, authorize a Certificate Requester to submit, the EV Certificate Request on behalf of the Applicant; and
- (II) Provide, and, if applicable, authorize a Certificate Requester to provide, the information requested from the Applicant by the CA for issuance of the EV Certificate; and
- (III) Approve EV Certificate Requests submitted by a Certificate Requester.

Pre-authorization of the Certificate Approver

Name of the Certificate Approver: Jeff Branick

By signing this Subscriber Agreement Acceptance Form, the Contract Signer confirms that the Certificate Approver is expressly authorized by the Subscriber to do the following, as of the date of this Subscriber Agreement Acceptance Form (this will be referred to as the "EV Authority"):

- (I) Submit, and, if applicable, authorize a Certificate Requester to submit, the EV Certificate Request on behalf of the Applicant; and
- (II) Provide, and, if applicable, authorize a Certificate Requester to provide, the information requested from the Applicant by the CA for issuance of the EV Certificate; and
- (III) Approve EV Certificate Requests submitted by a Certificate Requester.

When approving orders for certificates the Certificate Approver will be authenticated by use of a suitable challenge response such as, logging into an account with the username and password or contacting the Certificate Approver by phone or mail at a verified phone number or address for the Applicant and obtaining oral or written confirmation that the Certificate Approver has reviewed and approved the EV Certificate Request.

The Contract Signer confirms that the Certificate Approver has EV Authority until this authority is revoked by the Subscriber.

If the EV Authority is revoked, the Subscriber must notify GlobalSign in writing through any of our International offices immediately. Our International offices are listed on <http://www.globalsign.com/company/contact.htm>.

The Contract Signer represents that


- (I) upon execution of this Subscriber Agreement Acceptance Form, the Applicant will be bound by all of its terms and conditions;
- (II) by signing the Subscriber Agreement Acceptance Form, GlobalSign and the Applicant are entering into a legally valid and enforceable Subscriber Agreement that creates extensive obligations on Applicant,
- (III) an EV Certificate serves as a form of digital identity for Applicant,
- (IV) there are serious consequences attached to the misuse of an EV Certificate, and
- (V) the loss or misuse of this identity can result in great harm to the Applicant.

ATTEST 

DATE 8-9-22

The Contract Signer confirms that the Applicant is obligated for all EV Certificates issued at the request of or approved by the Certificate Approver.

Signing on behalf of the Subscriber: Jefferson County PAR130220

Name	
Jeff Branick	
Signature	

Title	County Judge
Date	8-9-22



ExtendedSSL Certificate Request

Certificate Request (The information marked with * will be present in your certificate)			
Common Name*	jeffcotx.us		
Terms	1 year	Business Category*	GovernmentEntity
Organization Name*	Jefferson County		
Jurisdiction Information			
Jurisdiction Country*	US		
Jurisdiction State/Province*	Texas		
Jurisdiction Locality*			
Incorporation agency Registration number*	Government entity		
Place of Business			
Street*	1149 Pearl St Ste 301		
City*	Beaumont		
State/Province*	Texas		
Country*	US	ZIP Code*	
Phone Number		FAX Number	
Business Assumed Name			
Certificate Requestor			
Organization Name	Jefferson County		
Organization Unit	MIS	Function	County Judge
First Name	Jeff	Surname	Branick
Phone Number	409-835-8466	E-mail Address	jeff.branick@jeffcotx.us
Certificate Approver			
Organization	Jefferson County	Function	County Judge
First Name	Jeff	Surname	Branick
Phone Number	409-835-8466	E-mail Address	jeff.branick@jeffcotx.us
Contract Signer			
Organization	Jefferson County	Function	County Judge
First Name	Jeff	Surname	Branick
Phone Number	409-835-8466	E-mail Address	jeff.branick@jeffcotx.us

Common Name : jeffcotx.us

Organization Name : Jefferson County

CSR

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-----BEGIN NEW CERTIFICATE REQUEST-----
MIIEaDCCA1ACAQAwbDELMAkGA1UEBhMCVVMxCzAJBgNVBAGMAIRYMRewDwYDVQQH
DAhCZWZ1bW9udDEZMBcGA1UECgwQSmVmZmVyc29uIENvdW50eTEMMAoGA1UECwwD
TUITMRQwEgYDVQDDAtqZWZmY290eC51czCCAS1wDQYJKoZIhvcNAQEBBQADggEP
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MA4GCCqGSIb3DQMCAGIAgDAOBggqhkiG9w0DBAICAIAwCwYJYIZIAWUDBAEqMA5G
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/duKHHh8AWH4cQsJyP3KHG62PDXSH9GEXEdMhA==
-----END NEW CERTIFICATE REQUEST-----

```

I Jeff, Branick (Certificate Requestor) request a GlobalSign ExtendedSSL certificate on behalf of Jefferson County. I hereby confirm that I am either employed by the Organization or that I am an authorized agent who has the express authority to represent the Organization or that I am a third party acting on behalf of the Organization. I also confirm that I have the approval of the Certificate approver to request a certificate on behalf of the above organization.

Date of signing: / /

Certificate Requestor Details

Organization Name: Jefferson CountyFunction : County JudgeName : Jeff Branick

Certificate Requestor

Signature : _____

COMPANY STAMP
HERE

Please send (by fax or scanned and by e-mail) this Certificate Request form to the most appropriate GlobalSign vetting office:

United States & North America
Fax: 617 830 0779

European Union
Fax: +32 16 79 52 30

United Kingdom
Fax: +44 1622 235589

E-mail: vetting@globalsign.com

Order No : CEEV220719884155

Common Name : jeffcotx.us

Organization Name : Jefferson County

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CSR
-----BEGIN NEW CERTIFICATE REQUEST-----
MIIEaDCCA1ACAQAwbDELMaKGA1UEBhMCVVMxCzAJBgNVBAGMA1RYMREwDwYDVQQH
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UwBBAAGAAUwBDAGgAYQBBA4AZQBsACAAQwByAhkAcABOAG8AZwByAGEAcABOAGKA
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/duKHHh8AWH4cqSJyP3KHG62PDXSH9GEXEdMhA==
-----END NEW CERTIFICATE REQUEST-----

```

I Jeff, Branick (Certificate Requestor) request a GlobalSign ExtendedSSL certificate on behalf of Jefferson County. I hereby confirm that I am either employed by the Organization or that I am an authorized agent who has the express authority to represent the Organization or that I am a third party acting on behalf of the Organization. I also confirm that I have the approval of the Certificate approver to request a certificate on behalf of the above organization.

Date of signing: 8 / 9 / 22

Certificate Requestor Details

Organization Name:Jefferson County

Function :County Judge

Name :Jeff Branick

Certificate Requestor

Signature :

Branick



Please send (by fax or scanned and by e-mail) this Certificate Request form to the most appropriate GlobalSign vetting office:

United States & North America

Fax: 617 830 0779

European Union

Fax: +32 16 79 52 30

United Kingdom

Fax: +44 1622 235589

E-mail: vetting@globalsign.com

ATTEST [Signature]
DATE 8-9-22

DATE 8-9-22

Order No :CEEV220719884155

ExtendedSSL Certificate Request

Certificate Request (The information marked with * will be present in your certificate)			
Common Name*	www.co.jefferson.tx.us		
SubjectAltName* <small>"Only Subject Alternative Names that require vetting are displayed. Subdomains, internal hostnames and internal IP addresses doesn't require vetting"</small>	co.jefferson.tx.us		
Terms	1 year	Business Category*	GovernmentEntity
Organization Name*	Jefferson County		
Jurisdiction Information			
Jurisdiction Country*	US		
Jurisdiction State/Province*	Texas		
Jurisdiction Locality*			
Incorporation agency Registration number*	Government Entity		
Place of Business			
Street*	1149 Pearl St Ste 301		
City*	Beaumont		
State/Province*	Texas		
Country*	US	ZIP Code*	
Phone Number		FAX Number	
Business Assumed Name			
Certificate Requestor			
Organization Name	Jefferson County		
Organization Unit		Function	County Judge
First Name	Jeff	Surname	Branick
Phone Number	409-835-8466	E-mail Address	jeff.branick@jeffcotx.us
Certificate Approver			
Organization	Jefferson County	Function	County Judge
First Name	Jeff	Surname	Branick
Phone Number	409-835-8466	E-mail Address	jeff.branick@jeffcotx.us
Contract Signer			
Organization	Jefferson County	Function	County Judge
First Name	Jeff	Surname	Branick
Phone Number	409-835-8466	E-mail Address	jeff.branick@jeffcotx.us

Common Name : www.co.jefferson.tx.us

Organization Name : Jefferson County

CSR

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-----BEGIN NEW CERTIFICATE REQUEST-----
MIIEEDCCA1wCAQAwZELMAkGA1UEBhMCVVMxCzAJBgNVBAGMAIRYMRewDwYDVQQH
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-----END NEW CERTIFICATE REQUEST-----

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I Jeff, Branick (Certificate Requestor) request a GlobalSign ExtendedSSL certificate on behalf of Jefferson County. I hereby confirm that I am either employed by the Organization or that I am an authorized agent who has the express authority to represent the Organization or that I am a third party acting on behalf of the Organization. I also confirm that I have the approval of the Certificate approver to request a certificate on behalf of the above organization.

Date of signing: / /

Certificate Requestor Details

Organization Name: Jefferson County

Function : County Judge

Name : Jeff Branick

Certificate Requestor

Signature : _____

CONFIRM STAMP
HERE

Please send (by fax or scanned and by e-mail) this Certificate Request form to the most appropriate GlobalSign vetting office:

United States & North America
Fax: 617 830 0779

European Union
Fax: +32 16 79 52 30

United Kingdom
Fax: +44 1622 235589

E-mail: vetting@globalsign.com

Order No : CEEV220719884142