Special, 9/27/2022 10:30:00 AM

BE IT REMEMBERED that on September 27, 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

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

Honorable Zena Stephens, Sheriff

Honorable Laurie Leister, County Clerk

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

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 September 27, 2022

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **27th** day of **September 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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: Michael S. Sinegal, Commissioner, Precinct Three

PURCHASING:

(a). Receive and file bids for Invitation for Bid (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 15 - 283

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

(b). Consider and approve specifications for Request for Proposals (RFP 22-055/MR) Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County.

SEE ATTACHMENTS ON PAGES 284 - 364

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

(c). Consider and approve, execute, receive and file a Professional Services Agreement (PROF 22-058/JW) with QED Airport and Aviation Consultants for an Independent Fee Estimate (IFE) for Taxiway A Reconstruction Construction Administration and Close-Out Services for the Jack Brooks Regional Airport, for a lump sum amount of $6,970.00. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 365 - 366

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

(d). Consider and approve a discretionary exemption as authorized by Local Government Code 262.024(a)(7)(A) for items that can be obtained from only one source, for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, for Annual Maintenance Services for the Accounting/Financial System with Superion, LLC a CentralSquare Company, in the amount of $63,890.97.

SEE ATTACHMENTS ON PAGES 367 - 368

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

(e).Consider and approve, execute, receive and file an Amendment with Tyler Technologies Odyssey to include the Revised Milestone Billing with an increase of $230,720.00 and the Go-Live date extended from October 3, 2022 to March 6, 2023. This is in accordance with the Sourcewell Contract ID#110515-TTI. Funding will be split between several Special Revenue Funds.

SEE ATTACHMENTS ON PAGES 369 - 372

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

(f).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Statement of Qualifications (RFQ 22-045/MR) Architect Services for Jefferson County Correctional Facility Remodeling.

NO ATTACHMENTS

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

(g).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 22-021/YS) Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail and Minnie Rogers Juvenile Justice Center.

NO ATTACHMENTS

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

(h).Consider and approve, execute, receive and file renewal for (IFB 18-051/YS) Term Contract for Morgue Transport Service for Jefferson County for a fourth (1) one year renewal with Proctor's Mortuary from November 25, 2022 to November 24, 2023.

SEE ATTACHMENTS ON PAGES 373 - 374

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

(i).Consider and approve renewal for (IFB 21-046/YS) Term Contract for Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms for a first (1) year renewal with Burgoon Company, Galls LLC, and TND Workwear Co. LLC from October 4, 2022 to October 3, 2023.

NO ATTACHMENTS

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer– District Clerk– purchase of iPads for passports.

SEE ATTACHMENTS ON PAGES 375 - 376

120-2031-414-6002	COMPUTER EQUIPMENT	$1,800.00	
120-2031-414-3078	OFFICE SUPPLIES		$1,800.00

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

(b).Consider and approve budget transfer– County Judge – additional cost for mental health attorney fees.

SEE ATTACHMENTS ON PAGES 377 - 377

120-1015-413-5029	ATTORNEY FEES	$10,000.00	
120-1015-413-1002	ASSISTANTS & CLERKS		$10,000.00

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

(c).Consider and approve budget transfer – Jail – additional cost for inmate meals.

SEE ATTACHMENTS ON PAGES 378 - 378

120-3062-423-3033	FOOD	$70,000.00	
120-3062-423-6007	AUTOMOBILES		$70,000.00

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

(d).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending August 31, 2022.

SEE ATTACHMENTS ON PAGES 379 - 393

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

(e).Consider and approve electronic disbursement for $ 295,235.88 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

(f).Consider and approve electronic disbursement for $ 409,595.52 to LaSalle for revenue to be received from US Marshall – Eastern District for inmate housing for US Marshall – Eastern District (disbursement will be made once funds are received).

NO ATTACHMENTS

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

(g).Consider and approve revised County Health Authority agreement with Ezea Ede, M.D. effective October 01, 2022.

SEE ATTACHMENTS ON PAGES 394 - 399

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

(h).Receive and file Resolution for 2023 Indigent Defense Formula Grant Application.

SEE ATTACHMENTS ON PAGES 400 - 400

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

(i).Receive and file Order for tax rate at $.363184 cents per $100 valuation.

SEE ATTACHMENTS ON PAGES 401 - 402

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

(j).Receive and file the 2022-2023 Budget.

SEE ATTACHMENTS ON PAGES 403 - 537

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

(k).Consider and possibly approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Nutrition & Services for Seniors for FY 2022-2023.

SEE ATTACHMENTS ON PAGES 538 - 538

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

(l).Consider and possibly approve a Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Center for Christian Services (United Board of Missions) for FY 2022-2023.

SEE ATTACHMENTS ON PAGES 539 - 539

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

(m).Regular County Bills - check #499095 through check #499337.

SEE ATTACHMENTS ON PAGES 540 - 549

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

ADDENDUMS:

(n).Consider and approve use of available capital funds and budget transfer - Road & Bridge Pct 1 - purchase of a side-by-side vehicle.

SEE ATTACHMENTS ON PAGES 550 - 551

111-0109-431-6011	ROAD MACHINERY		$700.00
111-0105-431-4008	AUTOMOBILES AND TRUCKS		$830.00
111-0109-431-6042	TRUCKS & TRAILERS	$1,530.00	

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

COUNTY CLERK:

(a).Consider and approve a Resolution recognizing Carol Osborne for 20 years and 8 months of service to Jefferson County and its citizens and wishing her well on her retirement.

SEE ATTACHMENTS ON PAGES 552 - 552

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

COUNTY COMMISSIONERS:

(a).Consider, possibly approve, authorize the County Judge to execute, receive and file Amendment No. 3 to extend the term of the Inter-local Cooperation Contract Between Jefferson County and Spindletop Center for the provision of two mental health liaison officers for the term of September 1, 2022 to August 31, 2023 at no additional cost to the County.

SEE ATTACHMENTS ON PAGES 553 - 573

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

(c).Consider and possibly approve a Resolution recognizing Kenneth Minkins for his 20 years of service to Jefferson County Precinct # 4 Road and Bridge Department and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 574 - 575

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

(b).Consider and possibly approve a Resolution recognizing Jason Castille for his 22 years and 6 months of service to Jefferson County Precinct # 3 Road and Bridge Department and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 576 - 576

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

(d).Consider, possibly approve, authorize the County Judge to execute, receive and file Amendment Mutual Aid Agreement between Jefferson and Chambers Counties pursuant to Chapter 751 and Chapter 418, Texas Government Code.

SEE ATTACHMENTS ON PAGES 705-707

Clerk's Notes: Added language to page 2 of the document:"Emergency Managers and their successors in office."

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

(e).Receive and file executed Texas Water Development Board Contract 2000012634 for the Flood Mitigation Assistance Program for Jefferson County (FY2020.)

SEE ATTACHMENTS ON PAGES 577 - 699

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

SHERIFF'S DEPARTMENT:

(a).Consider and possibly approve authorizing the County Judge to send notice of inter-local agreement modification to Liberty County increasing the per Diem rate to $89.50 for housing inmates with LaSalle Corrections at the downtown facility. This increase is due to increasing cost and labor shortages.

SEE ATTACHMENTS ON PAGES 700 - 700

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

(b).Consider, possibly approve and authorize the County Judge to Execute an Inter-local agreement between Chambers County and Jefferson County and Southwestern Correctional, LLC d/b/a LaSalle Corrections for the housing and care of jail inmates Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

SEE ATTACHMENTS ON PAGES 701 - 701

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

(c).Consider and possible approve authorizing the County Judge to send notice of inter-local agreement termination with Galveston County. This inter-local is for the housing of inmates at the LaSalle Corrections facility at the downtown jail. This agreement has not been used for several years and the per diem rates are not current.

SEE ATTACHMENTS ON PAGES 702 - 702

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

ADDENDUMS:

(d).Consider and possibly approve a Resolution recognizing Carl "Kent" May for his 30 years of service to Jefferson County Sheriff's Office and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 703 - 703

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

(e).Consider and possibly approve a Resolution recognizing Oscar M. Vara for his 20 years and 8 months of service to Jefferson County Sheriff's Office and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 704 - 704

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

OTHER BUSINESS:

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

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

_____

Jeff R. Branick
County Judge

Special, September 27, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, September 27, 2022.

COPY

ACADIANA WASTE SERVICES – TX, LLC.
P.O. BOX 1136 / 16622 HIGHWAY 105
SOUR LAKE, TEXAS 77659

JEFFERSON COUNTY PURCHASING DEPARTMENT
ATTN: PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TX 77701

SEALED BID

BID NAME: **TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY**

BID NUMBER: **IFB 22-046/MR**

DUE DATE/TIME: **11:00 AM CT, WEDNESDAY, SEPTEMBER 21, 2022**

BID OPENING TIME: **11:00 AM (CT)**

PURCHASING AGENT: **MISTEY REEVES**

AWS-TX
ACADIANA WASTE SERVICES

September 21, 2022

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

RE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County Bid # IFB 22-046/MR

Dear Mistey Reeves:

Acadiana Waste Services – TX. LLC is both pleased and excited about the opportunity to introduce AWS and participate in the Jefferson County Bid for Trash and Biomedical Waste.

Acadiana Waste Services provides solid waste collection and disposal in Louisiana and Texas with our Corporate headquarters in Lafayette, Louisiana since October 1, 2012. Acadiana Waste is a fully integrated, non-hazardous solid waste services company dedicated to providing the highest quality collection, transportation and disposal services in an environmentally aware and cost-effective manner. As it is with all the Cities and Counties Acadiana Waste serves, we take pride in the highest level of service along with a selection of disposal services that are second to none in the industry.

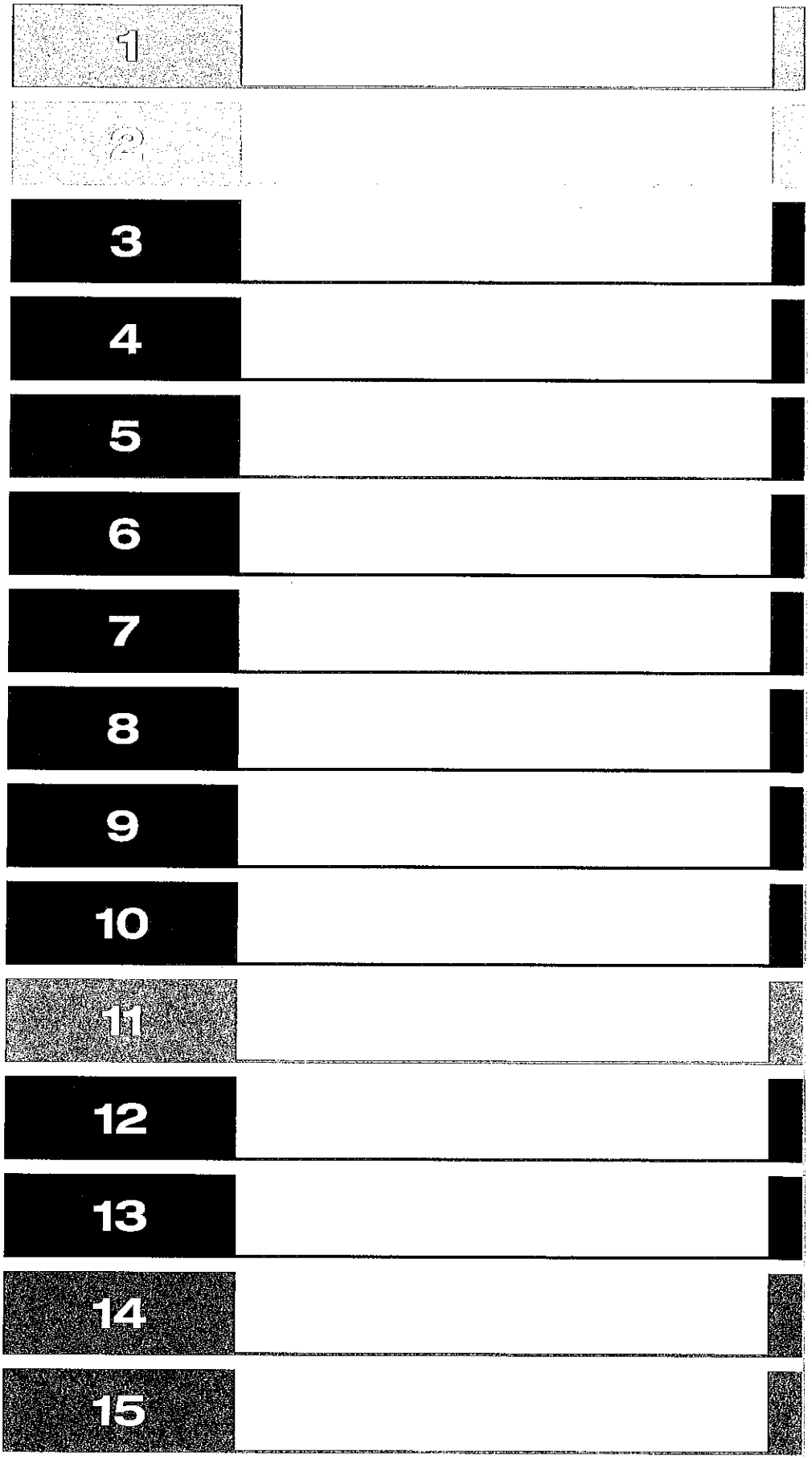
We at Acadiana Waste Services take great pride in the "fact" that customer service, to our Cities and Counties is paramount in our thought process. We take the delivery of environmental services very seriously. Our Customer Satisfaction, Safety and Maintenance programs are great assets to Acadiana Waste Services as we deliver services to communities and businesses throughout the Texas and Louisiana. Strong communication with the County is a key focus for our company. We at Acadiana Waste consider our relationships with our customers to be a partnership of which we understand the importance and take great pride.

In closing, I am appreciative of this opportunity to participate in this bid. Should you have any questions, do not hesitate to contact me on my cell 409-781-6841.

Respectfully,

Sharon McBee

Sharon McBee
General Manager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BID NAME: TERM CONTRACT FOR TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY

BID # IFB 22-046/MR

JEFFERSON COUNTY PURCHASING DEPARTMENT

WEDNESDAY, SEPTEMBER 21, 2022 AT 11:00 A.M.

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6. CERTIFICATION REGARDING LOBBYING / BYRD ANTI-LOBBYING CERTIFICATION / CONFLICT OF INTEREST QUESTIONNAIRE / CONFLICTS DISCLOSURE STATEMENT
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15. BID & ADDENDUMS

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Bidder's Company/Business Name: Acadiana Waste Services – TX, LLC.

Bidder's TAX ID Number: 45-5009281

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

Contact Person: Sharon McBee **Title:** Sales Manager

Phone Number (with area code): 409-205-1310 ext. 1

Alternate Phone Number if available (with area code): 409-781-6841

Fax Number (with area code): 337-289-1918

Email Address: sharon@acadianawaste.com

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

16622 Highway 105
Address

Sour Lake, TX 77659
City, State, Zip Code

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

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, ____, ____.

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

Acadiana Waste Services - TX LLC
Company Name

For clarification of this offer, contact:

11612 22 Hwy 105 / PO Box 1134
Address

Sharon McBee / Sales Manager
Name & Title

Sour Lake, Tx 77659
City State Zip

409-205-1310 Ext 1. 337-289-1918
Phone Fax

Sharon McBee
Signature of Person Authorized to Sign

SHARON@acadianawaste.com
E-mail

Sharon McBee
Printed Name

Sales Manager
Title

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

Bid

Item 1. Standard Waste Containers (10 cubic yards & under)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	2	8 cu yd	1 day per week	$242.48	Delivery $50.00 Extra Pickup $50.00
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$100.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$110.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$121.24	Delivery $50.00 Extra Pickup $50.00

Item 1. Standard Waste Containers (10 cubic yards & under) - Continued
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Capt. Jerry Lowe 409-726-2950	1	4 cu yd	1 day per week	$100.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	$100.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$909.30	Delivery $50.00 Extra Pickup $50.00

Total Per Month: $5,562.70

Item 2: Standard Waste Containers (Roll-Off)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	30 cu yd	Will call	$425.00	Delivery $110.00
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	Will call	$480.00	Delivery $110.00
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	$370.00 per haul	Delivery $110.00 each
Ford Park Pavillion 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	$370.00 per haul	Delivery $110.00 each

Item 3: Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena. Disposal facility shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Ford Park Arena 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	Will call	$452.00	No Additional costs.

Item 4. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price. When noting pricing, include any costs for stops when containers are not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A	Will Call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A	Will Call	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	N/A	Monthly	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	N/A	Monthly	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	N/A	Monthly	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	N/A	Monthly	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	Monthly	
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	N/A	Will Call	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	N/A	Will Call	

Item 5. Pharmaceutical Container Disposal
When noting price, include any costs for stops when containers not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A	Will call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A	Will call	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	N/A	Will call	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	N/A	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	N/A	Monthly	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 9-13-2022

Addendum 2 ✓ Date Received 9-15-2022

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): September 13, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Witness

Witness

Approved by SM Date: 9-19-2022

Sharon McBee
Authorized Signature (Respondent)

Sales Manager
Title of Person Signing Above

Acadiana Waste Services
Typed Name of Business or Individual

PO Box 1136 Sour Lake, Tx 77659
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
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1. Question: Must I bid on all items, we are a HUB certified company offering medical waste disposal only.
   Answer: No.

2. Question: Who is the current incumbent?
   Answer: See the attached current pricing list for the current awarded contract.

3. Question: What are you paying now for services?
   Answer: See answer to question 2.

4. Question: For the facilities notated with 'will call'...what is the expected frequency of p/u
   Answer: There is not a set schedule. The frequency of full boxes varies by department and is not definite.

5. Question: Are there controlled substances picked up for the medical waste disposal.
   Answer: No.

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CURRENT PRICING

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Awarded: September 15, 2020
Effective: September 25, 2020

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month	Vendor
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	$152.50	Republic Services of Beaumont
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	$76.25	Republic Services of Beaumont
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont

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Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	$95.25	Republic Services of Beaumont
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$57.25	Republic Services of Beaumont
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$76.25	Republic Services of Beaumont
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409--726-2950	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$572.00	Republic Services of Beaumont

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

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul	Vendor
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	$275.00	Republic Services of Beaumont
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	$350.00	Republic Services of Beaumont
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	$225.00	Republic Services of Beaumont

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul	Vendor
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	$275.00	Republic Services of Beaumont

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

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

Location	Qty	Price per Container per Haul	Price per Container per Month	Vendor
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Draguiski 409-835-8380	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	$32.00	$192.00	Clean Harbors Environmental Services, Inc.
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
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OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul	Vendor
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$53.00	Clean Harbors Environmental Services, Inc.
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$53.00	Clean Harbors Environmental Services, Inc.
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$53.00	Clean Harbors Environmental Services, Inc.
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$53.00	Clean Harbors Environmental Services, Inc.
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$53.00	Clean Harbors Environmental Services, Inc.

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

Clean Harbors Environmental Services, Inc.
500 Independence Parkway South
LaPorte TX 77571
attn: Derek Mosbarger

mosbarger@cleanharbors.com
ph: 972-358-4560
fx: 281-884-5593

Republic Services of Beaumont
6425 State Highway 347
Beaumont TX 77705
attn: Jade Rayburn

Jrayburn@republicservices.com
ph: 409-728-6856
fx: 409-724-1406

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 2

ISSUED (DATE): September 15, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Witness

Witness

Approved by Jm Date: 9-19-2022

Sharon McBee
Authorized Signature (Respondent)

Sales Manager
Title of Person Signing Above

Acadiana Waste Services
Typed Name of Business or Individual

PO Box 1136 Sour Lake, Tx 77659
Address

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

1. Question: Will the FEMA Mandated Contract Provisions be applicable to the awarded contract?
   Answer: Yes.

2. Question: Will there be any hazardous pharmaceutical waste that will be disposed of?
   Answer: No.

3. Question: What containers are being used to dispose of the waste in: **item V. Pharmaceutical Container Disposal.** Is it the medical waste boxes and liners as will or another type of container?
   Answer: Our departments are currently using the plastic sharps containers for pharmaceutical disposal.

4. Question: Are the contents of the waste regulated medical waste or expired/ used medications predominantly?
   Answer: We will be disposing of regulated medical waste and expired or used medications, there will be more regulated medical waste being disposed.

5. Question: Will the county accept any changes or redlines to the RFP from our legal department.
   Answer: No.

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: City of Sour Lake

Address: 625 Highway 105 West Sour Lake, TX 77659

Contact Person and Title: Jack Provost - City Manager

Phone: 409-287-3573 / Cell 409-781-2525 Fax: _____

Email Address: jprovost@cityofsourlake.com Contract Period: 5 years and successive 5 years

Scope of Work: Exclusive Contract to service Residential, Commercial and Rolloff within the City

REFERENCE TWO

Government/Company Name: Hardin -Jefferson ISD

Address: 520 W. Herring Street Sour Lake, TX 77659

Contact Person and Title: Randy O'Bannion – Maintenance Director

Phone: 409-284-3701 Fax: _____

Email Address:randyobannion@hjisd.net Contract Period:3 year with extension

Scope of Work: Service Commercial and Rolloff within the School District

REFERENCE THREE

Government/Company Name: Tri-Con, Inc.

Address: 7076 W. Port Arthur Road Beaumont, TX 77705

Contact Person and Title: Andrew Challie

Phone: 409-835-2237 ext. 135 Fax: _____

Email Address: andrewchallie@triconinc.org Contract Period: 3 year with auto renewal

Scope of Work: Service Commercial and Some of the Rolloff for 16 locations

SIGNATURE PAGE

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

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

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

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

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

Acadiana Waste Services – TX, LLC	Sharon McBee
Bidder (Entity Name)	Signature
16622 Hwy 105 / PO Box 1136	Sharon McBee
Street & Mailing Address	Print Name
Sour Lake, TX 77659	September 21, 2022
City, State & Zip	Date Signed
409-205-1310 ext. 1 for Sales and ext. 2 for Billing and Dispatch	337-289-1918
Telephone Number	Fax Number
sharon@acadianawaste.com	
E-mail Address	

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

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

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

September 21, 2022

Date

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

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 Acadiana Waste Services – TX, LLC. 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.

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

Name and Title of Contractor's Authorized Official

September 21, 2022

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ 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.)

3 Name of local government officer about whom the information in this section is being disclosed.

NONE

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

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?

☐ Yes ☐ No N/A

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?

☐ Yes ☐ No N/A.

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Sharon McBee

Signature of vendor doing business with the governmental entity

9-21-2022

Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

N/A

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

N/A

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

N/A

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 N/A

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

N/A

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .?

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Sharon McBee
Printed Name of Authorized Representative

Sharon McBee
Signature

Sales Manager
Title

September 21, 2022
Date

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

We do not use Subcontractors to service Commercial or Roll off Services.

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

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Sharon McBee	Sharon McBee	9-21-2022
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
Printed Name of HUB	Signature of Representative	Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

_____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Sharon McBee

Title: Sales Manager

Signature: Sharon McBee

Date: 9-21-2022

E-mail address: SharonC@acadianawaste.com

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

Name (print or type): _____

Title: N/A

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Acadiana Waste Services-TX LLC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	45-5009281
Company Name submitting bid/proposal:	Acadiana Waste Services – TX, LLC.
Mailing address:	PO Box 1136 Sour Lake, TX 77659
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**
N/A	N/A

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

Name and Title of Contractor's Authorized Official

September 21, 2022

Date

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, 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.

Sharon McBee
Signature of Company Representative

September 21, 2022
Date

On this 21st day of September, 2022 personally appeared

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

Notary Seal

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Notary Signature

9-21-2022
Date

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

SENATE BILL 252 CERTIFICATION

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

Acadiana Waste Services – TX, LLC.

Company Name

IFB 22-046 / MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930649

Date Filed:
09/07/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Acadiana Waste Services - TX LLC
Sour Lake, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 22-046/MR
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McDonald, Bradley	Lafayette, LA United States	X	
Grady, Andrew	Lafayette, LA United States	X	
Dugas, Donald	Lafayette, LA United States	X	
Schouest, Christopher	Lafayette, LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sharon McBee, and my date of birth is May 27, 1961.

My address is 16622 Hwy 105 (street), Sour Lake (city), TX (state), 77659 (zip code), Hardin (country).

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

Executed in Hardin County, State of Texas, on the 21st day of September (month), 2022 (year).

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Signature of authorized agent of contracting business entity
(Declarant)

An official website of the United States government Here's how you know

Entity Validation Delays
Sep 16, 2022
Due to high demand, entity legal business name and address validation tickets are taking longer than expected to process.

We are working on tickets in the order received. You can find resources related to this process here. Please do not create multiple incidents for the same request.

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

Entity Workspace

Get Started

Show Workspace For
Non-Federal Entities

Non-Federal Entities

Filter By

Search by Keyword

Search By Entity

Search By Status

- [ ] Work in Progress Registration
- [ ] Submitted Registration
- [ ] Active Registration
- [ ] Inactive Registration
- [ ] ID Assigned
- [x] Pending ID Assignment

Expiration Date

Search by FSD Number

Address Update

Reset

Results per page

Sort by

Review Your Submitted Documents

1. Review requirements.

⚠ View this list of acceptable documents to understand the requirements.

YOU ARE DOCUMENTING

ACADIANA WASTE SERVICES LLC

108 CUMMINGS RD
BROUSSARD,LA 70518-3226
USA

Year of Incorporation
2012

2. Attach documents.

You must attach one or more official documents that prove each of the items listed.

☑ Legal business name and start year in the same document.

Document	
AWS SOS filing 4-10-2012.pdf	**Update**
368.785 KB	**Delete**

Add Document

3. Provide Details (Optional).

Please provide additional context for your specific situation, if necessary.

We are wanting to set up a SAM account to view bids.

448 characters left

4. Submit Updates.

Select **Submit** to update your documentation. Select **Cancel** if you reviewed your

< 1 of 1 >

Results per page: 25

Sort by: Expiration Date Ascending

Acadiana Waste Services LLC Pending ID Assignment ⚠ **Draft Registration** ⓘ ⋮

Unique Entity ID:
(blank)

Physical Address:
108 Cummings Road
Broussard, LA 70518 USA

FSD Number: INC-GSAFSD6883289

FSD Incidents

Feedback

Our Website

About This Site
Our Community
Release Notes
System Alerts

Policies

Privacy Policy
Disclaimers
Freedom of Information Act
Accessibility

Our Partners

Acquisition.gov
USASpending.gov
Grants.gov
More Partners

Customer Service

Help
Check Registration
Federal Service Desk
External Resources
Contact

GSA General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Hardin

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

on this day personally appeared Sharon McBee (name), who

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

"I, Sharon McBee (name) am a duly authorized officer of/agent

for Acadiana Waste Services (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Acadiana Waste Services (name of firm).

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

Name and address of Bidder: Acadiana Waste Services – TX, LLC. 16622 Highway 105 / PO Box 1136
Sour Lake, TX 77659

Fax: 337-289-1918 Telephone# 409-205-1310

by: Sharon McBee (print name) Title: Sales Manager

Signature: Sharon McBee

SUBSCRIBED AND SWORN to before me by the above-named

Sharon McBee on

this the 21st day of September, 2022

Notary Public in and for
the State of Texas

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875258

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

ACADWAS-01 EMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/7/2022

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

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

PRODUCER	CONTACT NAME:	
Dwight Andrus Insurance 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166
	E-MAIL ADDRESS: customerservice@andrus.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505	INSURER A : Crum & Forster Specialty Insurance Company	44520
	INSURER B : Key Risk Insurance Company	10885
	INSURER C : Burlington Insurance Company	23620
	INSURER D : Louisiana Workers' Comp. Corp.	22350
	INSURER E : Texas Mutual Insurance Co.	22945
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CPL includes TPL/NOD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			EPK137487	10/19/2021	10/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CONTRACTORS POL	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP2019668-15	10/19/2021	10/19/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			631BE0436501	10/19/2021	10/19/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		158581	10/19/2021	10/19/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Worker's Comp TX			0002009013	10/19/2021	10/19/2022	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ACADWAS-01 EMH

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Wight Andrus Insurance	Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•Excluded Officers: Andrew Grady; Chris Schouest; Herb Schilling

Commercial Excess Liability Policy
•Schedule of Controlling Underlying Insurance:
General Liability, Automobile, Employers Liability (LA) and Employers Liability(TX)
•Commercial Excess Liability Coverage Form, IFG-FX-0001 07 17
--Limits of Insurance: 2. d. If the limits of the "controlling underlying Insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable limits of insurance in the same manner.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ACADIANA WASTE SERVICES, LLC.

2 Business name/disregarded entity name, if different from above
ACADIANA WASTE SERVICES - TX, LLC.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 53426

Requester's name and address (optional)

6 City, state, and ZIP code
LAFAYETTE, LA 70505

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	5	–	5	0	0	9	2	8	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Sharon McBee **Date** ▶ 1-18-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 30, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County** Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NUMBER:	**IFB 22-046/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, September 21, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. If no answer in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: dclark@co.jefferson.tx.us.

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 31st & September 7th , 2022
Examiner **September 8, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.

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

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

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

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

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

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

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

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

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

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

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

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

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

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

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

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

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

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

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

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

2.14 MAINTENANCE.
Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract

terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

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

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

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

(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 193 7 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 dete1mination 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)(l)(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)(l)(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)(l)(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 assets for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 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 l (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)(l)(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 l(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) (l), 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(vendor's address):

PO Box 1136	Sour Lake, TX 77659
16622 Highway 105	Sour Lake, TX 77659

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 2C.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 Acadiana Waste Services – TX, LLC. 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.

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

Name and Title of Contractor's Authorized Official

September 21, 2022

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://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Acadiana Waste Services – TX LLC._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.

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

Name and Title of Contractor's Authorized Official

September 21, 2022

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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

Name and Title of Contractor's Authorized Official

September 21, 2022

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, September 21, 2022

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

COUNTY HOLIDAYS (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

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.

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, September 14, 2022.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 35**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE: FORM 1295

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.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 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			

5 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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-930649

Date Filed:
09/07/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Acadiana Waste Services - TX LLC
Sour Lake, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 22-046/MR
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
McDonald, Bradley	Lafayette, LA United States	X	
Grady, Andrew	Lafayette, LA United States	X	
Dugas, Donald	Lafayette, LA United States	X	
Schouest, Christopher	Lafayette, LA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sharon McBee, and my date of birth is May 27, 1961.

My address is 11622 Hwy 105 (street), Sour Lake (city), TX (state), 77659 (zip code), Hardin (country).

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

Executed in Hardin County, State of Texas, on the 21st day of September (month), 20 2022 (year).

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.

An official website of the United States government Here's how you know

Entity Validation Delays
Sep 16, 2022
Due to high demand, entity legal business name and address validation tickets are taking longer than expected to process.

We are working on tickets in the order received. You can find resources related to this process here. Please do not create multiple incidents for the same request.

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

Entity Workspace

Get Started

Show Workspace For
Non-Federal Entities

Non-Federal Entities

Filter By

Search by Keyword

Search By Entity

Search By Status

- [ ] Work in Progress Registration
- [ ] Submitted Registration
- [ ] Active Registration
- [ ] Inactive Registration
- [ ] ID Assigned
- [x] Pending ID Assignment

Expiration Date

Search by FSD Number

Address Update

Reset

Results per page

Sort by

Review Your Submitted Documents

1 Review requirements.

⚠ View this list of acceptable documents to understand the requirements.

YOU ARE DOCUMENTING

ACADIANA WASTE SERVICES LLC

108 CUMMINGS RD
BROUSSARD,LA 70518-3226
USA

Year of Incorporation
2012

2 Attach documents.

You must attach one or more official documents that prove each of the items listed.

☑ Legal business name and start year in the same document.

Document
AWS SOS filing 4-10-2012.pdf
368.785 KB

Update

Delete

Add Document

3 Provide Details (Optional).

Please provide additional context for your specific situation, if necessary.

We are wanting to set up a SAM account to view bids.

448 characters left

4 Submit Updates.

Select **Submit** to update your documentation. Select **Cancel** if you reviewed your

An official website of the United States government Here's how you know

Entity Validation Delays
Sep 16, 2022
Due to high demand, entity legal business name and address validation tickets are taking longer than expected to process.

We are working on tickets in the order received. You can find resources related to this process here. Please do not create multiple incidents for the same request.

See All Alerts

SAM.GOV®

Home Search Data Bank Data Services Help

Entity Workspace

Get Started

Show Workspace For
Non-Federal Entities

Non-Federal Entities

Filter By

Search by Keyword

Search By Entity

Search By Status

Expiration Date

Expiration Date

- ◯ 30 Days
- ◯ 60 Days
- ◯ 90 Days
- ◯ All Registrations

Search by FSD Number

FSD Number

INC-GSAFSD6883289

Address Update

Reset

< 1 of 1 >

Results per page: 25

Sort by: Expiration Date Ascending

Acadiana Waste Services LLC Pending ID Assignment ⚠ **Draft Registration** ⓘ

Unique Entity ID:
(blank)

Physical Address:
108 Cummings Road
Broussard, LA 70518 USA

FSD Number: INC-GSAFSD6883289

FSD Incidents

Feedback

Our Website

About This Site
Our Community
Release Notes
System Alerts

Policies

Privacy Policy
Disclaimers
Freedom of Information Act
Accessibility

Our Partners

Acquisition.gov
USASpending.gov
Grants.gov
More Partners

Customer Service

Help
Check Registration
Federal Service Desk
External Resources
Contact

GSA General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

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

ACADWAS-01 EMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/7/2022

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

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

PRODUCER	CONTACT NAME:	
Dwight Andrus Insurance 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166
	E-MAIL ADDRESS: customerservice@andrus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURED	INSURER B : Key Risk Insurance Company	10885
Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505	INSURER C : Burlington Insurance Company	23620
	INSURER D : Louisiana Workers' Comp. Corp.	22350
	INSURER E : Texas Mutual Insurance Co.	22945
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			EPK137487	10/19/2021	10/19/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X CPL Includes TPL/NOD						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						CONTRACTORS POL	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP2019668-15	10/19/2021	10/19/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			631BE0436501	10/19/2021	10/19/2022	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		158581	10/19/2021	10/19/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Worker's Comp TX			0002009013	10/19/2021	10/19/2022	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

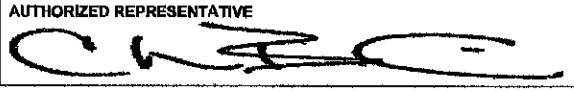
CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: ACADWAS-01 EMH

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Wight Andrus Insurance	Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505
POLICY NUMBER SEE PAGE 1	
CARRIER / NAIC CODE SEE PAGE 1 / SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability Policy
•Commercial General Liability Occurrence Coverage Part EN0021
•Contractors Pollution Liability Occurrence Coverage Part EN0023
•Amended Waiver of Transfer of Rights of Recovery Against Others To Us Blanket when specifically required in a written contract with the named insured. EN0109
•Additional Insured – Owners, Lessees Or ContractorsBlanket when specifically required in a written contract with the named insured. EN0111
•Additional Insured – Designated Person or Organization -Ongoing Operations Blanket when specifically required in a written contract with the named insured. EN0115
•Primary and Non-Contributory AI – Owners, Lessees or Contractors Blanket when specifically required in a written contract with the named insured. EN0119
•Primary & Non-Contributory Endorsement Blanket when specifically required in a written contract with the named insured. EN0348
•Amended Waiver Of Transfer Of Rights Of Recovery Against Others To Us: Blanket when specifically required in a written contract with the named insured. EN0109-0211
•Additional Insured – Owners, Lessees Or Contractors – Completed Operations Endorsement Blanket when specifically required in a written contract with the named insured. EN0350
•Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization Endorsement Blanket when specifically required in a written contract with the named insured. EN0351
•Transportation Pollution Liability Scheduled Autos Endorsement - First Party $1M Limits, $5k Deductible EN0411
•Regulated Non-Owned Disposal Site Coverage -Claims Made $1M Limits, $5k Deductible, Retro 10/19/16 EN0418
•Contractual liability coverage per policy terms & conditions. EN0021
•Aggregate Limits of Insurance Per Project, EN0301-0914

Contractor's Pollution Liability – Occurrence Limit
Contractor's Pollution Liability Each Pollution Condition $1,000,000
Deductible – Per Pollution Condition $5,000

Transportation Pollution Liability – Occurrence Limit
Transportation Pollution Liability Scheduled Autos - First $1,000,000
Deductible – Per Pollution Condition $5,000

Automobile Policy
•MCS 90 06/2021 Endorsement for Motor Carrier Policies of Insurance for Public Liability Under Sections 29 and 30 of the Motor Carrier Act of 1980
•Business Auto Coverage Form CA 00 01 11/2020
•Business Auto - Additional Insured When Required By Contract Or Agreement BENV CA 06 09/2017
•Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic When Required by Written Contract or Agreement CA 04 43 11/2020
•Primary And Noncontributory - Other Insurance Condition CA 04 49 11/2016
•Wrong Delivery of Liquid Products CA 23 05 10/2013
•Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms CA 99 48 10/2013

Workers Compensation Policy
•Waiver of Our Right to Recover From Others Endorsement (Waiver of Subrogation) if required in a written contract prior to a loss WC 00 03 13
•Notice of Cancellation Endorsement LWCC 7A

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AGENCY CUSTOMER ID: ACADWAS-01 EMH

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Wight Andrus Insurance	Acadiana Waste Services, LLC P.O. Box 53426 Lafayette, LA 70505
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

•Excluded Officers: Andrew Grady; Chris Schouest; Herb Schilling

Commercial Excess Liability Policy
•Schedule of Controlling Underlying Insurance:
General Liability, Automobile, Employers Liability (LA) and Employers Liability(TX)
•Commercial Excess Liability Coverage Form, IFG-FX-0001 07 17
--Limits of Insurance: 2. d. If the limits of the "controlling underlying Insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable limits of insurance in the same manner.

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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Bidder's Company/Business Name: Acadiana Waste Services – TX, LLC.

Bidder's TAX ID Number: 45-5009281

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

Contact Person: Sharon McBee **Title:** Sales Manager

Phone Number (with area code): 409—205-1310 ext. 1

Alternate Phone Number if available (with area code): 409-781-6841

Fax Number (with area code): 337-289-1918

Email Address: sharon@acadianawaste.com

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

16622 Highway 105
Address

Sour Lake, TX 77659
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-046/MR.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for trash and biomedical waste container service.

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

The County reserves the right to change, add, or delete pickups, containers, and locations.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Complete the Bid Form on page 46. If there are any additional costs, they must be provided on the Bid Form. Examples of additional costs are stop fees, fuel surcharges, waste fees and recovery fees. All fees that will be charged must be included on the Bid Form.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, ____, ____.

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

Acadiana Waste Services - TX LLC
Company Name

For clarification of this offer, contact:

11622 Hwy 105 / PO Box 1134
Address

Sharon McBee / Sales Manager
Name & Title

Sour Lake, TX 77659
City State Zip

409-205-1310 Ext 1. 337-289-1918
Phone Fax

Sharon McBee
Signature of Person Authorized to Sign

SHARON@acadianawaste.com
E-mail

Sharon McBee
Printed Name

Sales Manager
Title

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

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 22-046/MR, Term Contract for Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Jefferson County Clerk

BID FORM

Item 1. Standard Waste Containers (10 cubic yards & under)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	2	8 cu yd	1 day per week	$242.48	Delivery $50.00 Extra Pickup $50.00
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$100.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$110.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$121.24	Delivery $50.00 Extra Pickup $50.00

Item 1. Standard Waste Containers (10 cubic yards & under) - Continued
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$757.75	Delivery $50.00 Extra Pickup $50.00
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$121.24	Delivery $50.00 Extra Pickup $50.00
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Capt. Jerry Lowe 409-726-2950	1	4 cu yd	1 day per week	$100.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	$100.00	Delivery $50.00 Extra Pickup $50.00
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$909.30	Delivery $50.00 Extra Pickup $50.00

Total Per Month: $5,562.70

Item 2: Standard Waste Containers (Roll-Off)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	30 cu yd	Will call	$425.00	Delivery $110.00
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	Will call	$480.00	Delivery $110.00
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	$370.00 per haul	Delivery $110.00 each
Ford Park Pavillion 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	$370.00 per haul	Delivery $110.00 each

Item 3: Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena. Disposal facility shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Ford Park Arena 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	Will call	$452.00	No Additional costs.

Item 4. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price. When noting pricing, include any costs for stops when containers are not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A	Will Call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A	Will Call	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	N/A	Monthly	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	N/A	Monthly	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	N/A	Monthly	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	N/A	Monthly	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	N/A	Monthly	
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	N/A	Will Call	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	N/A	Will Call	

Item 5. Pharmaceutical Container Disposal
When noting price, include any costs for stops when containers not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	N/A	Will call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	N/A	Will call	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	N/A	Will call	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	N/A	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	N/A	Monthly	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 9-13-2022

Addendum 2 ✓ Date Received 9-15-2022

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): September 13, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Witness

Witness

Approved by SM Date: 9-19-2022

Sharon McBee
Authorized Signature (Respondent)

Sales Manager
Title of Person Signing Above

Acadiana Waste Services
Typed Name of Business or Individual

PO Box 1136 Sour Lake, Tx 77659
Address

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

1. Question: Must I bid on all items, we are a HUB certified company offering medical waste disposal only.
   Answer: No.

2. Question: Who is the current incumbent?
   Answer: See the attached current pricing list for the current awarded contract.

3. Question: What are you paying now for services?
   Answer: See answer to question 2.

4. Question: For the facilities notated with 'will call'...what is the expected frequency of p/u
   Answer: There is not a set schedule. The frequency of full boxes varies by department and is not definite.

5. Question: Are there controlled substances picked up for the medical waste disposal.
   Answer: No.

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

CURRENT PRICING

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Awarded: September 15, 2020
Effective: September 25, 2020

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month	Vendor
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	$152.50	Republic Services of Beaumont
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	$76.25	Republic Services of Beaumont
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont

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

Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	$95.25	Republic Services of Beaumont
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$57.25	Republic Services of Beaumont
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$76.25	Republic Services of Beaumont
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409--726-2950	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$572.00	Republic Services of Beaumont

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Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul	Vendor
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	$275.00	Republic Services of Beaumont
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	$350.00	Republic Services of Beaumont
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	$225.00	Republic Services of Beaumont

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul	Vendor
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	$275.00	Republic Services of Beaumont

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

JEFFERSON COUNTY PURCHASING DEPARTMENT

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

Location	Qty	Price per Container per Haul	Price per Container per Month	Vendor
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	$32.00	$192.00	Clean Harbors Environmental Services, Inc.
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.

JEFFERSON COUNTY PURCHASING DEPARTMENT
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1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul	Vendor
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$53.00	Clean Harbors Environmental Services, Inc.
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$53.00	Clean Harbors Environmental Services, Inc.
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$53.00	Clean Harbors Environmental Services, Inc.
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$53.00	Clean Harbors Environmental Services, Inc.
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$53.00	Clean Harbors Environmental Services, Inc.

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

Clean Harbors Environmental
Services, Inc.
500 Independence Parkway South
LaPorte TX 77571
attn: Derek Mosbarger

mosbarger@cleanharbors.com
ph: 972-358-4560
fx: 281-884-5593

Republic Services of Beaumont
6425 State Highway 347
Beaumont TX 77705
attn: Jade Rayburn

Jrayburn@republicservices.com
ph: 409-728-6856
fx: 409-724-1406

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Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 2

ISSUED (DATE): September 15, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Witness

Witness

Approved by Jm Date: 9-19-2022

Sharon McBee
Authorized Signature (Respondent)

Sales Manager
Title of Person Signing Above

Acadiana Waste Services
Typed Name of Business or Individual

PO Box 1136 Sour Lake, Tx 77659
Address

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

1. Question: Will the FEMA Mandated Contract Provisions be applicable to the awarded contract?
   Answer: Yes.

2. Question: Will there be any hazardous pharmaceutical waste that will be disposed of?
   Answer: No.

3. Question: What containers are being used to dispose of the waste in: **item V. Pharmaceutical Container Disposal.** Is it the medical waste boxes and liners as will or another type of container?
   Answer: Our departments are currently using the plastic sharps containers for pharmaceutical disposal.

4. Question: Are the contents of the waste regulated medical waste or expired/ used medications predominantly?
   Answer: We will be disposing of regulated medical waste and expired or used medications, there will be more regulated medical waste being disposed.

5. Question: Will the county accept any changes or redlines to the RFP from our legal department.
   Answer: No.

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: City of Sour Lake

Address: 625 Highway 105 West Sour Lake, TX 77659

Contact Person and Title: Jack Provost - City Manager

Phone: 409-287-3573 / Cell 409-781-2525 Fax: _____

Email Address: jprovost@cityofsourlake.com Contract Period: 5 years and successive 5 years

Scope of Work: Exclusive Contract to service Residential, Commercial and Rolloff within the City

REFERENCE TWO

Government/Company Name: Hardin -Jefferson ISD

Address: 520 W. Herring Street Sour Lake, TX 77659

Contact Person and Title: Randy O'Bannion – Maintenance Director

Phone: 409-284-3701 Fax: _____

Email Address:randyobannion@hjisd.net Contract Period:3 year with extension

Scope of Work: Service Commercial and Rolloff within the School District

REFERENCE THREE

Government/Company Name: Tri-Con, Inc.

Address: 7076 W. Port Arthur Road Beaumont, TX 77705

Contact Person and Title: Andrew Challie

Phone: 409-835-2237 ext. 135 Fax: _____

Email Address: andrewchallie@triconinc.org Contract Period: 3 year with auto renewal

Scope of Work: Service Commercial and Some of the Rolloff for 16 locations

SIGNATURE PAGE

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

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

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

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

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

Acadiana Waste Services – TX, LLC	Sharon McBee
Bidder (Entity Name)	Signature
16622 Hwy 105 / PO Box 1136	Sharon McBee
Street & Mailing Address	Print Name
Sour Lake, TX 77659	September 21, 2022
City, State & Zip	Date Signed
409-205-1310 ext. 1 for Sales and ext. 2 for Billing and Dispatch	337-289-1918
Telephone Number	Fax Number
sharon@acadianawaste.com	
E-mail Address	

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

Sharon McBee

Signature of Contractor's Authorized Official

Sharon McBee / Sales Manager

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

September 21, 2022

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NONE

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

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?

☐ Yes ☐ No N/A

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?

☐ Yes ☐ No N/A

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Sharon McBee — Signature of vendor doing business with the governmental entity

9-21-2022 — Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

N/A

2 **Office Held**

N/A

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

N/A

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

N/A

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 N/A

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

N/A

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.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .?

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

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

Sharon McBee	Sharon McBee
Printed Name of Authorized Representative	Signature
Sales Manager	September 21, 2022
Title	Date

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

We do not use subcontractors to service Commercial or Rolloff Services.

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

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Sharon McBee	Sharon McBee	9-21-2022
Printed Name of Contractor Representative	Signature of Representative	Date
N/A		
Printed Name of HUB	Signature of Representative	Date

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: N/A
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Sharon McBee

Title: Sales Manager

Signature: Sharon McBee

Date: 9-21-2022

E-mail address: SharonC@acadianawaste.com

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

Name (print or type): _____

Title: N/A

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Acadiana Waste Services-TX LLC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	45-5009281
Company Name submitting bid/proposal:	Acadiana Waste Services – TX, LLC.
Mailing address:	PO Box 1136 Sour Lake, TX 77659
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**
N/A	N/A

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, 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.

Sharon McBee
Signature of Company Representative

September 21, 2022
Date

On this 21st day of September, 2022 personally appeared

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

Notary Seal

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

Notary Signature

9-21-2022
Date

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

SENATE BILL 252 CERTIFICATION

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

Acadiana Waste Services – TX, LLC.

Company Name

IFB 22-046 / MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Hardin

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

on this day personally appeared Sharon McBee, who
(name)

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

"I, Sharon McBee am a duly authorized officer of/agent
(name)

for Acadiana Waste Services and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Acadiana Waste Services.
(name of firm)

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

Name and address of Bidder: Acadiana Waste Services – TX, LLC. 16622 Highway 105 / PO Box 1136
Sour Lake, TX 77659

Fax: 337-289-1918 Telephone# 409-205-1310

by: Sharon McBee Title: Sales Manager
(print name)

Signature: Sharon McBee

SUBSCRIBED AND SWORN to before me by the above-named
Sharon McBee on

this the 21st day of September, 2022

Notary Public in and for
the State of Texas

Chancie Deon Bailey
My Commission Expires
01/31/2023
ID No. 131875256

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

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 Pledge Waste Services 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.

RRR

Signature of Contractor's Authorized Official

Rosalynn Rice-Bakayoko, President

Name and Title of Contractor's Authorized Official

9/13/22

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://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Pledge Waste Services 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.

RRR

Signature of Contractor's Authorized Official

Rice-Bakayoko, Rosalynn, President

Name and Title of Contractor's Authorized Official

9/13/22

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, 196S, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

RRR

Signature of Contractor's Authorized Official

Rice-Bakayoko, Rosalynn, President

Name and Title of Contractor's Authorized Official

9/13/22

Date

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

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.**

BAK Global LLC

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

JEFFERSON COUNTY, TEXAS

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

(IFB 22-046/MR) TRASH AND BIOMEDICAL WASTE P/U

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Rice-Bakayoko, Rosalynn	Houston, TX US		

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Rice-Bakayoko, Rosalynn, and my date of birth is 05/26/80.

My address is 5719 Peacock st (street), Houston (city), TX (state), 77033 (zip code), US (country).

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

Executed in Harris County, State of TEXAS, on the 14 day of 9 (month), 20 22 (year).

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

SAM.GOV®

BAK GLOBAL LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
YB2WP5MC36G9	**98R76**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 2, 2023**	
Physical Address	Mailing Address	
5719 Peacock ST	**1650 Beaconshore**	
Houston, Texas 77033-2414	**Houston, Texas 77077**	
United States	**United States**	

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 09	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Feb 2, 2022	**Jan 31, 2022**	**Dec 9, 2021**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 21, 2017	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Accounts Receivable POC

rosalynn rice-bakayoko
rose@pledgews.com
8326542991

Electronic Business

rosalynn rice-bakayoko
rose@pledgews.com
8326542991

1650 Beaconshire
Houston, Texas 77077
United States

Government Business

rosalynn rice-bakayoko
rose@pledgews.com
8326542991

1650 Beaconshire
Houston, Texas 77077
United States

Sole Proprietorship POC

rosalynn rice-bakayoko
rose@pledgews.com
8326542991

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**562211**	**Hazardous Waste Treatment And Disposal**
	562112	**Hazardous Waste Collection**

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$111,000.00

Number of Employees (in accordance with 13 CFR 121)
4

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

This entity did not enter the EDI information

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/19/2022

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

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

PRODUCER	CONTACT NAME: Tiffany Baban
Brightway Insurance P.O. Box 5700 3733 University Blvd W #100 Jacksonville FL 32247	PHONE (A/C, No, Ext): (904) 764-9554 FAX (A/C, No): (904) 482-0739 E-MAIL ADDRESS: tiffany.baban@brightway.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evaston Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: BAK Global, LLC, DBA: Pledge Waste Services, PO BOX 440174, Houston 77244

COVERAGES **CERTIFICATE NUMBER:** CL2271988810 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	N		MKLV2ENV102777	04/20/2022	04/20/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

BAK Global, LLC dba Pledge Waste Services
PO Box 440174
Houston TX 77244

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T. Baban

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BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Bidder's Company/Business Name: BAK Global LLC

Bidder's TAX ID Number: 82-3516026

***If Applicable*:** **HUB Vendor No.** 525969 **DBE Vendor No.** _____

Contact Person: Rice-Bakayoko, Rosalynn **Title:** President

Phone Number (with area code): 832-654-2991

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

Fax Number (with area code): _____

Email Address: rose@pledgews.com

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

5719 Peacock st
Address
Houston, TX 77033
City, State, Zip Code

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

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

BAK Global LLC
Company Name

5719 Peacock St
Address

Houston | **TX** | **77033**
City | State | Zip

RR
Signature of Person Authorized to Sign

Rice-Bakayoko, Rosalynn
Printed Name

President
Title

For clarification of this offer, contact:

Rosalynn Rice-Bakayoko, President
Name & Title

832-654-2991
Phone | Fax

rose@pledgews.com
E-mail

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 2

ISSUED (DATE): September 15, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

President
Title of Person Signing Above

Rice-Bakayoko, Rosalynn
Typed Name of Business or Individual

5719 Peacock. Hou, TX 77033
Address

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): September 13, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

President
Title of Person Signing Above

Rice-Bukenyoko, Rosalynn
Typed Name of Business or Individual

5719 Peacock Hou, TX 77033
Address

BID FORM

Item 1. Standard Waste Containers (10 cubic yards & under)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	2	8 cu yd	1 day per week	**NO BID**	**NO BID**
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week		
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week		
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week		
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week		
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week		
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week		
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week		
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week		
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week		
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week		
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week		
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week		

Item 1. Standard Waste Containers (10 cubic yards & under) - Continued
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	**NO BID**	**NO BID**
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week		
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Capt. Jerry Lowe 409-726-2950	1	4 cu yd	1 day per week		
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week		
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week		

Item 2: Standard Waste Containers (Roll-Off)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	30 cu yd	Will call	**NO BID**	**NO BID**
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	Will call		
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call		
Ford Park Pavillion 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call		

Item 3: Compactor (Roll-Off)
County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena. Disposal facility shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Ford Park Arena 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	Will call	**NO BID**	**NO BID**

Item 4. Biomedical Waste Containers
Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price. When noting pricing, include any costs for stops when containers are not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	**$50**	Will Call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	**$50**	Will Call	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	**$50**	Monthly	
Jefferson County Employee Health 122S Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	**$50**	Monthly	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	**$50**	Monthly	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	**$50**	Monthly	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	**$50**	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	**$50**	Monthly	
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	**$50**	Will Call	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	**$50**	Will Call	

Item 5. Pharmaceutical Container Disposal
When noting price, include any costs for stops when containers not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$50	Will call	⊖
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$50	Will call	⊖
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	$50	Will call	⊖
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$52	Monthly	⊖
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$52	Monthly	⊖

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 RM Date Received 9/13/22

Addendum 2 RM Date Received 9/15/22

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

Exhibit E – Bidder Reference Form

Bidders must provide a minimum of three (3) verifiable references for contracts of similar size and scope of services within the last two (2) years.

For each reference, provide the following and attach to the Response any documentation to support the information regarding current or prior contracts.

1. **Business Name:** **Department of State Health Services/ South Texas Laboratory**

   Point-of-Contact Name and Title: **Elva Munoz**

   Address (City, State, Zip): **1301 S. Rangerville Rd. Harlingen, TX 78552**

   Phone:

   Email address: **elva.munoz@dshs.texas.gov**

   Services Performed as Prime Contractor or as Subcontractor? **Prime contractor**

   [Prime Contractor] or [Subcontractor]

   Description and Dates of Services Provided: Medical waste disposal

2. **Business Name:** **Eternal Rest Mortuary**

   Point-of-Contact Name and Title: **Michael Davis**

   Address (City, State, Zip): **4610 S. Wayside Dr. Houston, TX 77087**

   Phone:

   Email address: **michaelodavisfd@yahoo.com**

   Services Performed as Prime Contractor or as Subcontractor? **Prime contractor**

   [Prime Contractor] or [Subcontractor]

   Description and Dates of Services Provided: Medical waste disposal

3. **Business Name:** **Freedom Dialysis Center**

   Point-of-Contact Name and Title: **Kay Black**

   Address (City, State, Zip): **7746 HWY 6 suite C Missouri City, TX 77459**

   Phone:

   Email address: **kblack@freeportdialysis.com**

   Services Performed as Prime Contractor or as Subcontractor? **Prime Contractor**

   [Prime Contractor] or [Subcontractor]

   Description and Dates of Services Provided: Medical Waste Disposal

SIGNATURE PAGE

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

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

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

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

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

BAK Global LLC	Rok
Bidder (Entity Name)	Signature
5719 Peacock St	**Rice-Bakayoko, Rosalynn**
Street & Mailing Address	Print Name
Houston, TX 77033	**9/14/22**
City, State & Zip	Date Signed
713-528-8575	
Telephone Number	Fax Number
rose@pledgews.com	
E-mail Address	

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

RyR

Signature of Contractor's Authorized Official

Rosalynn Rice-Bakayoko

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

9/14/22

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

BAK Global LLC

2 ☐ **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

Jefferson County Texas

Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

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?

☐ Yes ☑ No

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?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

RRR

Signature of vendor doing business with the governmental entity

9/14/22

Date

Adopted 8/7/2015

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

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No

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

Did the Prime Contractor/Consultant . . .?

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

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

Rosalynn Rice-Bakayoko	RLR
Printed Name of Authorized Representative	Signature
President	**9/14/22**
Title	Date

Text

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

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

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

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

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number:	**1823516026600**
File/Vendor Number:	**525969**
Approval Date:	**25-JAN-2021**
Scheduled Expiration Date:	**31-JAN-2024**

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

BAK GLOBAL LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 26-FEB-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Statewide HUB Program
Statewide Procurement Division

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

Rev. 06/19

Rev. 2/17

HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

The HUB Goal for this solicitation is 26% - All Other Services Contracts

> Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal, or other expression of interest to be considered non-responsive.

> Respondents using Method Option 4 must complete the HSP Good Faith Effort - Method B (Attachment B) for EACH subcontracting opportunity identified in Section 2 of the HSP.

> Please note: (Section B-3: Notification of Subcontracting Opportunity) of Attachment B requires respondent to provide notice to three (3) or more Texas certified HUBs AND two (2) or more Texas trade organizations and development centers for EACH subcontracting opportunity identified in Section 2.

> These notification must be done at least seven (7) working days prior to submitting your bid response to the contracting agency to allow time for the potential subcontractor to respond. ***Seven (7) working days shall be defined as business days of HHSC, not including weekends or HHSC observed holidays. The first working days shall be the day following the day that the notice was sent, and the 7th day is the day that the response is due.

> Provide along with all documentation (i.e., certified letter, fax, e-mail) and a copy of the CMBL/HUB Vendor Detail page. This is to ensure that the Texas certified HUB that is listed is an Active Bidder.

See SAMPLE CMBL/HUB Vendor Detail in the HUB Exhibit.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

Text

a. Respondent (Company) Name: **BAK Global LLC** State of Texas VID #: **18235160266**

Point of Contact: **Rosalynn Rice-Bakayoko** Phone #: **832-654-2991**

E-mail Address: **rose@pledgews.com** Fax #:

b. Is your company a State of Texas certified HUB? ☒ - Yes ☐ - No

c. Requisition #: (IFB 22-046/MR Bid Open Date: 9/21/2022 (mm/dd/yyyy)

Enter your company's name here: **BAK GLOBAL LLC** Requisition #: (IFB 22-046/MR

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted.** Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - ***Yes***, I will be subcontracting portions of the contract. (If ***Yes***, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - ***No***, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If ***No***, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements.**"

☐ - ***Yes*** (If ***Yes***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - ***No*** (If ***No***, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: **BAK Global LLC** Requisition #: (IFB 22-046/MR

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: **BAK Global LLC** Requisition #: (IFB 22-046/MR

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

We are a HUB certified company offering professional medical waste disposal services. We have state and federal approved stocked materials and trained staff on the proper handing of medical waste disposal, therefore we will not be subcontracting any part of the job.

Bak Global LLC operates under d.b.a. Pledge Waste Services. Materials used are for general business use and we will be utilizing W-2 employees to complete the project for solicitation

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
RR	Rice-Bakayoko, Rosalynn	owner	9/21/2022

Reminder:

- If you responded **"Yes"** to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded **"No" SECTION 2, Items c and d,** you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that **BAK Global LLC** [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	**32064912895**
Company Name submitting bid/proposal:	**BAK Global LLC**
Mailing address:	**5719 Peacock St Houston, TX 77033**
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, 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.

RR

Signature of Company Representative

9/14/22

Date

On this 19 day of Sept, 2022, personally appeared ROSALYNN RICE - BAKOYOKO, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

LAURA MIRELA DAMIAN
Notary Public, State of Texas
Comm. Expires 10-25-2024
Notary ID 125097125

Notary Signature

SEPT 19 2022

Date

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

BID AFFIDAVIT

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

STATE OF **Texas** COUNTY OF **Harris**

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

on this day personally appeared **Rice-Bakayoko, Rosalynn** (name), who

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

"I, Rice, Rosalynn (name) am a duly authorized officer of/agent

for Bak Global (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said BAK Global (name of firm).

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

Name and address of Bidder: **Rosalynn Rice-Bakayoko 5719 Peacock st Hou, TX 77033**

Fax: _____ Telephone# **713-528-8575**

by: **Rosalynn Rice-Bakayoko** (print name) Title: **President**

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

ROSALYNN RICE-BAKOYOKO on

this the 19 day of SEPT, 2022.

Notary Public in and for the State of Texas

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

LAURA MIRELA DAMIAN
Notary Public, State of Texas
Comm. Expires 10-25-2024
Notary ID 125097125

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

August 30, 2022

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County** Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Trash and Biomedical Waste Container Service for Jefferson County**
BID NUMBER:	**IFB 22-046/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, September 21, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. If no answer in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: dclark@co.jefferson.tx.us.

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
August 31st & September 7th, 2022
Examiner **September 8, 2022**

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.

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

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

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

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

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

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

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

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

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

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

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

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14 MAINTENANCE.
Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

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

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

3. PURCHASE ORDERS AND PAYMENT.

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

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

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

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

4. CONTRACT.

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

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

The Jefferson County Purchasing Department will be the primary pre-bid contact for this Invitation for Bid, unless otherwise specified within these bid specifications. If not written within these specifications, Potential Bidders/Vendors shall not visit or conduct discussions with other County Departments or representatives.

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract

terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENT5.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

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

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

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

(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 193 7 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 dete1mination 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)(l)(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)(l)(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.5. 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)(l)(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 assets for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 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)(l)(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 *cantract* 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 *cantractor.*

(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 *controctor* 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 *controctor* 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 *cantractor* 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) (l), 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(vendor's address):

BFI Waste Services of Texas, LP dba Republic Services of Beaumont

6425 SH 347, Beaumont, TX 77705

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 BFI Waste Services of Texas, LP dba Republic Services of Beaumont 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

Bill Voigtman, Division General Manager

Name and Title of Contractor's Authorized Official

9.22.2022

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://acguisition.gov/far/index.html see section 52.209-6.

The Contractor BFI Waste Services of Texas, LP dba Republic Services of Beaumont 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

Bill Voigtman, Division General Manager

Name and Title of Contractor's Authorized Official

9.20.2022

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:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Bill Voigtman, Division General Manager

Name and Title of Contractor's Authorized Official

9.20.2022

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.

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

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

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

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, September 21, 2022

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

COUNTY HOLIDAYS (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

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.

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mreeves@co.jefferson.tx.us
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, September 14, 2022.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 35**.

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE: FORM 1295

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.

YOUR FIRM NAME HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

**JEFFERSON COUNTY, TEXAS*

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

BID/CONTRACT/PO NUMBER GOES HERE

4 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			

5 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 is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission — www.ethics.state.tx.us — Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-935429

Date Filed:
09/19/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Republic Services of Beaumont
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, TX

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.
IFB 22-046/MR
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Republic Services of Beaumont	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Bill Voigtman, and my date of birth is 6.14.75.

My address is 6425 SH 347 (street), Beaumont (city), TX (state), 77705 (zip code), USA (country).

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

Executed in Jefferson County, State of Texas, on the 21st day of Sept. (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF HERE.

Entity Documentation Submitted

Reference Number

INC-GSAFSD6920600

SAM.gov will review your documentation and contact you if we have any questions. Read this article to learn more about what happens next.

Please do not submit any documentation for your entity at FSD.gov. All documents must be submitted here at SAM.gov.

Go to Workspace

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2022

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

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

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: ACE Fire Underwriters Insurance Co.	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2153486** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 15,000,000
							PRODUCTS -COMP/OP AGG	$ 15,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 10,000,000
							BODILY INJURY(Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023 06/30/2023	[X] PER STATUTE [ ] OTHER	
							E.L. EACH ACCIDENT	$ 3,000,000
							E.L. DISEASE -EA EMPLOYEE	$ 3,000,000
							E.L. DISEASE -POLICY LIMIT	$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4862 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Services of Beaumont

CERTIFICATE HOLDER

JEFFERSON COUNTY
1001 PEARL STREET 3RD FLOOR
BEAUMONT, TX 77701
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2153486

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

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TDI Division of Workers' Compensation

DWC005

PO Box 12050 | Austin, TX 78711 | 800-252-7031 | tdi.texas.gov/wc

Submit Form

Employer Notice of No Coverage or Termination of Coverage

La versión en español está disponible en http://www.tdi.texas.gov/forms/dwc/dwc005snocov.pdf

I. EFFECTIVE DATES (The effective dates cannot exceed a one-year period)

The election selected below is effective from 05/01/2022 (mm/dd/yyyy) to 04/30/2023 (mm/dd/yyyy).

II. STATEMENT OF NO COVERAGE

1. SELECT ONE

☑ The employer named below **DOES NOT HAVE** workers' compensation insurance coverage, pursuant to the Texas Workers' Compensation Act, Texas Labor Code, Section 406.004.

OR

☐ The employer named below **HAS TERMINATED** workers' compensation insurance coverage, pursuant to the Texas Workers' Compensation Act, Texas Labor Code, Section 406.007. (Provide the following information.)

Policy terminated effective (mm/dd/yyyy):

Policy number:

Insurance company:

Insurer informed of termination on (mm/dd/yyyy):

Employees were (or will be) notified on (mm/dd/yyyy):

III. STATEMENT OF REPORTABLE INJURIES OR DISEASES

2. Did you have any death, injury that resulted in the injured employee's absence from work for more than one day, or knowledge of an occupational disease since your last *Employer Notice of No Coverage or Termination of Coverage*? ☑ Yes ☐ No

If your response is "Yes", you may be required to file a DWC Form-007, *Non-covered Employer's Report of Occupational Injury or Illness.* (See the Frequently Asked Questions section of this form.)

IV. PRIMARY EMPLOYER INFORMATION

3. Employer Business Name

BFI WASTE SERVICES OF TEXAS, LP

4. Federal Employer ID Number

86-1024527

5. Employer Business Mailing Address (Street or PO Box, City State Zip)

18500 N ALLIED WAY | PHOENIX | AZ | 85054

6. Employer Business Type

Solid Waste Collection

7. Six-Digit NAICS Code

562111

NOTE: You must provide name, Federal Employer ID number and address of each Texas business location, subsidiary, or separate entity of the primary employer covered by this report.

Row	Name	Federal Employer ID Number	Address
Next Row / Delete	Allied Waste Services of Abilene	861024527	Street or PO Box: 4709 PINE STREET; City: ABILENE; State: TX; Zip Code: 79601
Next Row / Delete	Abilene Hauling Satellite Cisco	861024527	Street or PO Box: 5010 HWY 183; City: CISCO; State: TX; Zip Code: 76437

Next Row / Delete	Abilene Hauling Satellite Breckenridge	861024527	Street or PO Box: 104 FM 287 / City: BRECKENRIDGE / State: TX / Zip Code: 76424
Next Row / Delete	Republic Services of Abilene	861024527	Street or PO Box: 103 MARKET STREET / City: TYE / State: TX / Zip Code: 79653
Next Row / Delete	Allied Waste Services of Amarillo	861024527	Street or PO Box: 4831 E 25TH ST / City: AMARILLO / State: TX / Zip Code: 79103
Next Row / Delete	Houston Container Maintenance	861024527	Street or PO Box: 5757 A OATES RD / City: HOUSTON / State: TX / Zip Code: 77078
Next Row / Delete	Houston Compactor Maintenance	861024527	Street or PO Box: 8101 E LITTLE YORK RD / City: HOUSTON / State: TX / Zip Code: 77016
Next Row / Delete	Allied Waste Services of Corpus Christi	861024527	Street or PO Box: 4414 AGNES ST / City: CORPUS CHRISTI / State: TX / Zip Code: 78405
Next Row / Delete	Allied Waste Services of Conroe	861024527	Street or PO Box: 149 INDUSTRIAL CT / City: CONROE / State: TX / Zip Code: 77301
Next Row / Delete	Allied Waste Services of Houston	861024527	Street or PO Box: 8101 E LITTLE YORK RD / City: HOUSTON / State: TX / Zip Code: 77016
Next Row / Delete	Allied Waste Services of West Houston	861024527	Street or PO Box: 13630 FONDREN RD / City: HOUSTON / State: TX / Zip Code: 77085
Next Row / Delete	Allied Waste Services of Kerrville	861024527	Street or PO Box: 3315 LOOP 534 / City: KERRVILLE / State: TX / Zip Code: 78028
Next Row / Delete	Allied Waste Services of San Antonio	861024527	Street or PO Box: 4542 SE LOOP 410 / City: SAN ANTONIO / State: TX / Zip Code: 78222
Next Row / Delete	Allied Waste Services of Beaumont	861024527	Street or PO Box: 6425 HWY 347 / City: BEAUMONT / State: TX / Zip Code: 77705
Next Row / Delete	Allied Waste Services of Rio Grande Valley	861024527	Street or PO Box: 9402 W EXPRESSWAY 83 / City: HARLINGEN / State: TX / Zip Code: 78552

Next Row / Delete	Brownsville Satellite	861024527	Street or PO Box: 4895 MAR STREET; City: BROWNSVILLE; State: TX; Zip Code: 78521
Next Row / Delete	Edinburg Satellite	861024527	Street or PO Box: 22310 N MOOREFIELD RD; City: EDINBURG; State: TX; Zip Code: 78541
Next Row / Delete	La Feria Transfer Station	861024527	Street or PO Box: 1800 N SOLIS RD; City: LA FERIA; State: TX; Zip Code: 78559
Next Row / Delete	Houston Sort Center	861024527	Street or PO Box: 5757 A OATES RD; City: HOUSTON; State: TX; Zip Code: 77078
Next Row / Delete	BFI Corpus Christi Recyclery	861024527	Street or PO Box: 4414 AGNES STREET; City: CORPUS CHRISTI; State: TX; Zip Code: 78405
Next Row / Delete	Republic Waste Services of Texas Hauling	861024527	Street or PO Box: 10554 TANNER RD; City: HOUSTON; State: TX; Zip Code: 77041
Next Row / Delete	South Area Office (Cost Center)	861024527	Street or PO Box: 13630 FONDREN; City: HOUSTON; State: TX; Zip Code: 77085

V. PERSON PROVIDING INFORMATION

8. Name
Michele Casey

9. Telephone Number (area code, number, extension)
480 627 2361

10. Title
Director, Risk Management

11. E-mail Address
MCasey@republicservices.com

12. Signature

13. Date of Signature (mm/dd/yyyy)
04/25/2022

For TDI-DWC Use Only

Frequently Asked Questions
Employer Notice of No Coverage or Termination of Coverage

Who must file the DWC Form-005?

You must file the DWC Form-005 if you:

- do not have workers' compensation insurance, or
- you have terminated your workers' compensation insurance coverage

However, if your only employees are exempt from coverage under the Texas Workers' Compensation Act (for example, certain domestic workers, and certain farm and ranch workers) you do not have to file.

Failure to file the form when required may subject the employer to administrative penalties.

How do I file the DWC Form-005?

Employers can submit the DWC Form-005 to the TDI-DWC by:

- **filing electronically on the TDI website at:** https://appscenter.tdi.texas.gov/TXCOMPWeb/common/home.jsp;
- faxing the form to (512) 804-4148; or
- mailing the form to the address listed at the top of the form.

When do I file the DWC Form-005?

You must file a separate DWC Form-005 each time one of the following conditions exists:

- **Annually** between February 1st and April 30th of each calendar year;
- **Within 30 Days** of hiring your first employee, unless this due date falls between February 1st and April 30th and you submit the form within this time period;
- **Within 10 Days** of receiving a request (to file the DWC Form-005) from DWC;
- **Within 10 Days** after notifying your workers' compensation insurance carrier that you are terminating coverage unless you purchase a new policy or become a certified self-insurer;

How do I determine my filing start date?

Use **May 1**, unless:

1. You have never filed a DWC Form-005, then the start date is the first day you did not have coverage (see either #2 or #3 to determine the specific date).
2. You terminated workers' compensation insurance coverage, then the start date is the first date you did not have coverage.
3. You hired your first employee, then the start date is the first day the employee started working.

How do I determine my filing period end date?

Use **April 30**, unless:

- You purchased, or plan to purchase a workers' compensation insurance policy, then the End Date is the last date you did not, or will not, have coverage.

What is a NAICS code?

NAICS (pronounced "nakes") is the six-digit North American Industry Classification System code that identifies the classification of your business. You may be able to locate the code in either:

1. Block 5 of your Unemployment Quarterly Report (Form C-3) from the Texas Workforce Commission; and/or;
2. If you have multiple NAICS codes, they may appear in the left margin of the Multiple Worksite Report - BLS 3020 from the U.S. Bureau of Labor Statistics; or
3. For more help with NAICS codes, visit the NAICS web page at:

www.naics.com

Select "Find Your NAICS Code" from the top menu and use the "NAICS Keyword Search" to enter one or more words that generally describe your business. For example, if you are in the restaurant business, enter "restaurant" and get a complete listing of NAICS codes for the restaurant industry.

Are any fields on the DWC Form-005 optional?

All applicable fields must be completed each time the DWC Form-005 is filed.

Section I
- The effective dates are always required.

Section II
- When reporting cancellation or termination of workers' compensation insurance in Statement of No Coverage, the policy and insurer information, and the notification dates must be provided.

Section III
- A selection from Statement of Reportable Injuries or Diseases is always required.

Section IV
- All primary employer fields (boxes 3 through 7) are required.
- Additional business location information is required when applicable.

Section V
- The signature field is not required when filing online.

How/when must a non-subscriber notify employees that workers' compensation coverage is not provided?

You must post the ***Notice to Employees Concerning Workers' Compensation in Texas*** in the workplace in English, Spanish and any other language common to the employer's employee population in the print type specified by DWC rules whenever you:

1. elect to not have workers' compensation insurance;
2. cancel or terminate workers' compensation insurance;
3. withdraw from certified self-insurance; or
4. have workers' compensation coverage cancelled by the insurance company.

You **must also provide** this notice to each employee:

1. at the time of hire;
2. when the employer elects to not have workers' compensation insurance;
3. within 15 days of notification to the insurance carrier that the employer is terminating coverage unless the employer maintains continuous coverage under a new policy or becomes a certified self-insurer; or
4. within 15 days of cancellation by the insurance company.

The required notice may be found on the TDI website at:
http://www.tdi.texas.gov/forms/dwc/notice5.pdf (English) and
http://www.tdi.texas.gov/forms/dwc/notice5s.pdf (Spanish)

Are non-covered employers required to file other forms with TDI-DWC?

You must report work-related injuries and diseases using the DWC Form-007, *Employer's Report of Non-covered Employee's Occupational Injury or Diseases* if:

1. You have five or more employees and do not have workers' compensation insurance; or
2. you have employee(s) that have waived workers' compensation insurance coverage, whether or not you have workers' compensation insurance.

You must file the form not later than the 7th day of the month following any month in which:

- a work-related death occurred;
- an employee was absent from work for more than one day* as a result of a work-related injury;
- you acquired knowledge of an occupational disease.

*Do not count the day of the injury or the day the injured employee returned to work when calculating the number of days absent from work.

The DWC Form-007 can be obtained from the TDI website at http://www.tdi.texas.gov//forms/dwc/dwc007injnc.pdf.

Note: With few exceptions, on your request, you are entitled to:
- be informed about the information DWC collects about you.
- receive and review the information (Government Code Sections 552.021 and 552.023); and
- have DWC correct information that is incorrect (Government Code Section 559.004).

For more information, contact DWCLegalServices@tdi.texas.gov or refer to the Corrections Procedure section at www.tdi.texas.gov/commissioner/legal/lccorprc.html

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 22-046/MR) Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

Bidder's Company/Business Name: BFI Waste Services of Texas, LP dba Republic Services of Beaumont

Bidder's TAX ID Number: 86-1024527

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

Contact Person: Jade Rayburn **Title:** Territory Executive

Phone Number (with area code): 409-728-6856

Alternate Phone Number if available (with area code): 409-344-3009

Fax Number (with area code): _____

Email Address: jrayburn@republicservices.com

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

6425 SH 347
Address

Beaumont, TX 77705
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mreeves@co.jefferson.tx.us. Please reference Bid Number: IFB 22-046/MR.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for trash and biomedical waste container service.

Contract shall be in effect for an initial period of one (1) year **beginning on or about the date of award**, with an option to renew for up to four (4) additional years.

Specific pickup schedules and container locations shall be coordinated with the department heads for each location requiring trash container service. Contractor shall respond to request for changes in pickups and containers with one (1) business day.

The County reserves the right to change, add, or delete pickups, containers, and locations.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all waste deposited into containers.

Contractor shall maintain bulk containers, and shall exercise reasonable care to keep the County's service areas neat and clean. Maintenance or repairs necessitated by the County's misuse or accident shall not be the responsibility of the successful bidder.

Contractor shall furnish containers as required, collect and remove from County premises, transport to treatment and/or disposal facility, and treat and/or dispose of all biomedical waste container waste and sharps generated by the County and deposited into the containers.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components, e.g., dumping fees, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Vendor shall invoice "per location", with the location name and address included on invoice.

Complete the Bid Form on page 46. If there are any additional costs, they must be provided on the Bid Form. Examples of additional costs are stop fees, fuel surcharges, waste fees and recovery fees. All fees that will be charged must be included on the Bid Form.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

BFI Waste Services of Texas, LP dba Republic Services of Beaumont
Company Name

6425 SH 347
Address

Beaumont, TX 77705
City State Zip

Signature of Person Authorized to Sign

Bill Voigtman
Printed Name

Division General Manager
Title

For clarification of this offer, contact:

Bill Voigtman, Division General Manager
Name & Title

409-721-2231
Phone Fax

bvoigtman@republicservices.com
E-mail

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 1

ISSUED (DATE): September 13, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Jessica Barker
Witness

Jade Rayburn
Witness

Approved by: Date: 9.13.22

Bill Voight
Authorized Signature (Respondent)

General Manager
Title of Person Signing Above

Republic Servcies
Typed Name of Business or Individual

6425 Hwy 347 Beaumont TX 77705
Address

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

1. Question: Must I bid on all items, we are a HUB certified company offering medical waste disposal only.
   Answer: No.

2. Question: Who is the current incumbent?
   Answer: See the attached current pricing list for the current awarded contract.

3. Question: What are you paying now for services?
   Answer: See answer to question 2.

4. Question: For the facilities notated with 'will call'…what is the expected frequency of p/u
   Answer: There is not a set schedule. The frequency of full boxes varies by department and is not definite.

5. Question: Are there controlled substances picked up for the medical waste disposal.
   Answer: No.

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

CURRENT PRICING

IFB 20-031/YS
Term Contract for Trash and Biomedical Waste Container Service for Jefferson County
Awarded: September 15, 2020
Effective: September 25, 2020

Item I. Standard Waste Containers (10 cubic yards & under) (continued)

Waste containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Container per Month	Vendor
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	2	8 cu yd	1 day per week	$152.50	Republic Services of Beaumont
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	4 cu yd	2 days per week	$76.25	Republic Services of Beaumont
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont

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

Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	10 cu yd	1 day per week	$95.25	Republic Services of Beaumont
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$57.25	Republic Services of Beaumont
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$76.25	Republic Services of Beaumont
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$476.00	Republic Services of Beaumont
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$76.25	Republic Services of Beaumont
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Major Clay Woodward 409--726-2950	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	$38.00	Republic Services of Beaumont
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$572.00	Republic Services of Beaumont

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

Item II. Standard Waste Containers (Roll-Off)

Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service	Price per Haul	Vendor
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Duke Youmans 409-719-4961	1	30 cu yd	will call	$275.00	Republic Services of Beaumont
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	will call	$350.00	Republic Services of Beaumont
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	will call	$225.00	Republic Services of Beaumont

Item III. Compactor (Roll-Off)

County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena and disposal facility and shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service	Price per Haul	Vendor
Ford Park Arena 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	will call	$275.00	Republic Services of Beaumont

Item IV. Biomedical Waste Containers

Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price.

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

Location	Qty	Price per Container per Haul	Price per Container per Month	Vendor
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	$32.00	$192.00	Clean Harbors Environmental Services, Inc.
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Women's Center 145 South 11th Street, Beaumont TX Contact: Kim Atkins 409-434-5470	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jefferson County Correctional Facility - Property Division 5030 Highway 69 South, Beaumont TX Contact: Emily Beaugh 409-726-2500	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent
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1st Floor, Beaumont, TX 77701
OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	1 will call/as needed	$32.00	$32.00	Clean Harbors Environmental Services, Inc.

Item V. Pharmaceutical Container Disposal

Location	Qty	Price per Container per Haul	Vendor
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	$53.00	Clean Harbors Environmental Services, Inc.
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	$53.00	Clean Harbors Environmental Services, Inc.
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Little 409-784-5881	1	$53.00	Clean Harbors Environmental Services, Inc.
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	$53.00	Clean Harbors Environmental Services, Inc.
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	$53.00	Clean Harbors Environmental Services, Inc.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
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OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Clean Harbors Environmental
Services, Inc.
500 Independence Parkway South
LaPorte TX 77571
attn: Derek Mosbarger

mosbarger@cleanharbors.com
ph: 972-358-4560
fx: 281-884-5593

Republic Services of Beaumont
6425 State Highway 347
Beaumont TX 77705
attn: Jade Rayburn

Jrayburn@republicservices.com
ph: 409-728-6856
fx: 409-724-1406

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

Addendum to IFB

IFB NUMBER: IFB 22-046/MR

IFB TITLE: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County

IFB DUE BY: **11:00 am CT, Wednesday, September 21, 2022**

ADDENDUM NO.: 2

ISSUED (DATE): September 15, 2022

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

Reason for Issuance of this Addendum:

1. **Questions received from vendors.**

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

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

ATTEST:

Witness

Witness

Approved by: Date: 9.15.22

Authorized Signature (Respondent)

Division General Manager
Title of Person Signing Above

Bill Voigtman
Typed Name of Business or Individual

6425 SH 347 Beaumont, TX 77705
Address

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

1. Question: Will the FEMA Mandated Contract Provisions be applicable to the awarded contract?
   Answer: Yes.

2. Question: Will there be any hazardous pharmaceutical waste that will be disposed of?
   Answer: No.

3. Question: What containers are being used to dispose of the waste in: **item V. Pharmaceutical Container Disposal.** Is it the medical waste boxes and liners as will or another type of container?
   Answer: Our departments are currently using the plastic sharps containers for pharmaceutical disposal.

4. Question: Are the contents of the waste regulated medical waste or expired/ used medications predominantly?
   Answer: We will be disposing of regulated medical waste and expired or used medications, there will be more regulated medical waste being disposed.

5. Question: Will the county accept any changes or redlines to the RFP from our legal department.
   Answer: No.

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 22-046/MR, Term Contract for Biomedical Waste Container Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick
Jefferson County Judge

Date

ATTEST:

Laurie Leister
Jefferson County Clerk

BID FORM

Item 1. Standard Waste Containers (10 cubic yards & under)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Jack Brooks Regional Airport - Main Terminal Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	2	8 cu yd	1 day per week	$166.27	
Jefferson County Airport - Fuel Service Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	$83.13	
Jefferson County Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	8 cu yd	1 day per week	$83.13	
Jefferson County Annex I 215 Franklin Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$519.60	
Jefferson County Annex II 1295 Pearl Street, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$519.60	
Jefferson County Annex IV 820 Neches, Beaumont TX Contact: Greg Keller 409-835-8511	1	10 cu yd	5 days per week	$519.60	
Jefferson County Mosquito Control District 8905 First Street, Beaumont TX Contact: Denise Wheeler 409-719-5940	1	8 cu yd	1 day per week	$83.13	
Jefferson County Service Center 7789 Viterbo Road, Beaumont TX Contact: Jose Zurita 409-719-5937	1	8 cu yd	1 day per week	$83.13	
Jefferson County Precinct #1 Service Center 20205 West Highway 90, China TX Contact: Paul Truax 409-434-5430	1	4 cu yd	1 day per week	$73.61	
Jefferson County Precinct #2 Service Center 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$83.13	
Mid-County Tax Office 7759 Viterbo Road, Beaumont TX Contact: Mike Trahan 409-727-2173	1	8 cu yd	1 day per week	$83.13	
Jefferson County Precinct #4 Justice of the Peace 19217 FM 365, Beaumont TX Contact: Lynette Hensley 409-434-5460	1	6 cu yd	1 day per week	$79.23	
Jefferson County Precinct #4 Service Center 7780 Boyt Road, Beaumont TX Contact: Kenneth Minkins 409-434-5400	1	4 cu yd	2 days per week	$147.22	

Item 1. Standard Waste Containers (10 cubic yards & under) - Continued
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Container per Service	Additional Costs
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact Chief Ed Cockrell 409-722-7474	1	10 cu yd	5 days per week	$519.60	
Ben J. Rogers Regional Visitors Center 5055 IH-10 South, Beaumont TX Contact: Kathi Hughes 409-842-0500	1	8 cu yd	1 day per week	$83.13	
Jefferson County Sheriff's Department - Narcotics 4640 Hangar Drive, Beaumont TX Contact: Capt. Jerry Lowe 409-726-2950	1	4 cu yd	1 day per week	$73.61	
Jefferson County Precinct #3 Stockpile 24420 Highway 124, Hamshire TX Contact: Kimberly Doyle 409-736-2851	1	4 cu yd	1 day per week	$73.61	
Jefferson County Correctional Facility Gate #3, 5030 Highway 69 South, Beaumont TX Contact: Chief John Shauberger 409-726-2520	1	10 cu yd	6 days per week	$623.52	

Item 2: Standard Waste Containers (Roll-Off)
Waste Containers shall be provided and serviced by the successful bidder.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Jack Brooks Regional Airport - Maintenance Shop Highway 69 South, Nederland TX Contact: Alex Rupp 409-719-4961	1	30 cu yd	Will call	$370.00	$100 one-time delivery fee per container if needed.
Jefferson County Correctional Facility 5030 Highway 69 South, Nederland TX Contact: Chief John Shauberger 409-726-2520	1	40 cu yd	Will call	$380.00	$100 one-time delivery fee per container if needed.
Ford Park Baseball Fields 5115 IH-10 South, Beaumont TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	$290.00	$100 one-time delivery fee per container if needed.
Ford Park Pavillion 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	2	20 cu yd	Will call	$290.00	$100 one-time delivery fee per container if needed.

Item 3: Compactor (Roll-Off)
County shall provide one (1) self-contained compactor, approximately 30 cubic yard capacity. Successful bidder shall transport this compactor to and from Ford Park Arena. Disposal facility shall treat and/or dispose of all compacted waste into this container.

Location	Qty	Capacity	Frequency of Service (Subject to Change)	Price per Haul	Additional Costs
Ford Park Arena 5115 IH-10 South, Beaumont, TX Contact: Claudio Oliveira 409-951-5401	1	30 cu yd	Will call	$325.00	Customer owner compactor. No delivery needed.

Item 4. Biomedical Waste Containers
Biomedical waste containers shall be provided and serviced by the successful bidder. Price of boxes and liners shall be included in bid price. When noting pricing, include any costs for stops when containers are not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Department - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	No bid	Will Call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	No bid	Will Call	
Jefferson County Regional Crime Lab 5030 Highway 69 South, Suite 500, Beaumont TX Contact: Julie Hannon 409-726-2577	6	No bid	Monthly	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	No bid	Monthly	
Community Supervision - Port Arthur 800 Fourth Street, Port Arthur TX Contact: Jerry Johnson 409-951-2200	1	No bid	Monthly	
Community Supervision - Beaumont 820 Neches, Beaumont TX Contact: Jerry Johnson 409-951-2200	1	No bid	Monthly	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell 409-722-7474	1	No bid	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-722-7474	1	No bid	Monthly	
Jack Brooks Regional Airport, Main Terminal 6000 Airline Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	No bid	Will Call	
Jack Brooks Regional Airport, Jerry Ware Terminal 5000 Jerry Ware Drive, Beaumont TX Contact: Elisabeth Landry 409-719-4950	2	No bid	Will Call	

Item 5. Pharmaceutical Container Disposal
When noting price, include any costs for stops when containers not hauled.

Location	Qty	Price Per Container Per Haul	Frequency of Stop (Subject to Change)	Additional Costs
Public Health Deparment - Unit I (Beaumont) 1295 Pearl Street, Beaumont TX Contact: Rachel Dragulski 409-835-8380	1	No bid	Will call	
Public Health Department - Unit II (Port Arthur) 800 Fourth Street, Port Arthur TX Contact: Vickie McIntyre 409-983-8380	1	No bid	Will call	
Jefferson County Employee Health 1225 Pearl Street, Suite 146-A, Beaumont TX Contact: Leslie Riggs 409-784-5881	1	No bid	Will call	
Minnie Rogers Juvenile Justice Center 5326 Highway 69 South, Beaumont TX Contact: Chief Ed Cockrell	1	No bid	Monthly	
Juvenile Justice - Port Arthur 900 Fourth Street, Port Arthur TX Contact: Chief Ed Cockrell 409-983-8370	1	No bid	Monthly	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received 9.13.22

Addendum 2 _____ Date Received 9.15.22

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: City of Groves, TX

Address: 3947 Lincoln Ave., Groves, TX 77619

Contact Person and Title: D.E Sosa, City Manager

Phone: 409-960-5788 Fax:

Email Address: dsosa@cigrovestx.com Contract Period: 2019-Current

Scope of Work: Franchise for commercial trash.

REFERENCE TWO

Government/Company Name: City of Beaumont, TX

Address: 801 Main St., Beaumont, TX 77701

Contact Person and Title: Terry Welch, Senior Buyer

Phone: 409-880-3107 Fax:

Email Address: terry.welch@beaumonttexas.gov Contract Period: 2021-Current

Scope of Work: Commercial and industrial trash provider.

REFERENCE THREE

Government/Company Name: City of Bridge City, TX

Address: P.O Box 846, Bridge City, TX 77611

Contact Person and Title: Karen Morgan, Purchasing Agent

Phone: 409-735-6891 Fax:

Email Address: kmorgan@bridgecitytex.com Contract Period: 1989-Current

Scope of Work: Franchise for commercial trash.

SIGNATURE PAGE

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

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

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

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

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

BFI Waste Services of Texas, LP dba Republic Services of Beaumont	
Bidder (Entity Name)	Signature
6425 SH 347	Bill Voigtman
Street & Mailing Address	Print Name
Beaumont, TX 77705	9.20.2022
City, State & Zip	Date Signed
409-721-2231	
Telephone Number	Fax Number
bvoigtman@republicservices.com	
E-mail Address	

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

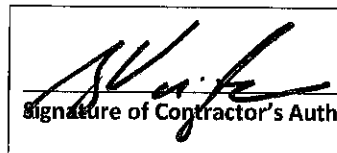
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

Bill Voigtman, Division General Manager

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

9.20.2022

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

None Known

2 ☐ **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

None Known
Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

9.26.22
Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .?

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

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

Bill Voigtman
Printed Name of Authorized Representative

Signature

Division General Manager
Title

9.20.2022
Date

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

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

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

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

Contractor Name: BFI Waste Services of Texas, LP dba Republic Services of Beaumont HUB: ☐ Yes ☒ No

Address: 6425 SH 347 (Street) Beaumont (City) TX (State) 77705 (Zip)

Phone (with area code): 409-721-2231 Fax (with area code): _____

Project Title & No.: Term Contract for Trash and Biomedical Waste Container Service for Jefferson County IFB 22-046/MR

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____ (Street) (City) (State) (Zip)

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Bill Voigtman		9.20.2022
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: BFI Waste Services of Texas, LP dba Republic Services of Beaumont HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Bill Voigtman

Title: General Manager

Signature: [signature]

Date: 9.21.2022

E-mail address: Bvoigtman@republicservices.com

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that BFI Waste Services of Texas, LP dba Republic Services of Beaumont [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Delaware (city and state).

Taxpayer Identification Number (T.I.N.):	86-1024527
Company Name submitting bid/proposal:	BFI Waste Services of Texas, LP dba Republic Services of Beaumont
Mailing address:	6425 SH 347, Beaumont, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

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

Jefferson County Tax Acct. No.*	Property address or location**
*Please see attached.	

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

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

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

HOUSE BILL 89 VERIFICATION

I, Bill Voigtman, the undersigned representative of (company or business name) BFI Waste Services of Texas, LP dba Republic Services of Beaumont (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

9.20.2022
Date

On this 21st day of September, 2022, personally appeared

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

Notary Seal

Kayla M. Stokes
Notary Signature

09/21/22
Date

KAYLA MARIE STOKES
Notary Public, State of Texas
Comm. Expires 09-09-2024
Notary ID 132667755

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

SENATE BILL 252 CERTIFICATION

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

BFI Waste Services of Texas, LP dba Republic Services of Beaumont

Company Name

IFB 22-046/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Bill Voigtman (name), who

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

"I, Bill Voigtman (name) am a duly authorized officer of/agent

for BFI Waste Services of Texas, LP dba Republic Services of Beaumont (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said BFI Waste Services of Texas, LP dba Republic Services of Beaumont (name of firm).

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

Name and address of Bidder: BFI Waste Services of Texas, LP dba Republic Services of Beaumont

6425 SH 347, Beaumont, TX 77705

Fax: _____ Telephone# 409-721-2231

by: Bill Voigtman (print name) Title: Divison General Manager

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

Bill Voigtman on

this the 21st day of September, 2022.

Kayla M. Stokes

Notary Public in and for the State of TX

KAYLA MARIE STOKES
Notary Public, State of Texas
Comm. Expires 09-09-2024
Notary ID 132667755

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

Property Details

Account	
Property ID:	127229
Legal Description:	S CORZINE ABS 14 PT TR 2 386.613 AC
Geographic ID:	300014-000-000500-00000
Agent:	
Type:	Real
Location	
Address:	6433 LABELLE RD BEAUMONT, TX 77705
Map ID:	0
Neighborhood CD:	
Owner	
Owner ID:	361388
Name:	ALLIED WASTE SERVICES #5120
Mailing Address:	% REPUBLIC SERVICES PROP TAX PO BOX 29246 PHOENIX, AZ 85038-9246
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0
Improvement Non-Homesite Value:	$467,378
Land Homesite Value:	$0
Land Non-Homesite Value:	$483,266
Agricultural Market Valuation:	$0
Market Value:	$950,644

Ag Use Value:	$0
Appraised Value:	$950,644
Homestead Cap Loss:	$0
Assessed Value:	$950,644

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	$950,644	$950,644	$11,041.83	
341	PORT OF BEAUMONT	0.109000	$950,644	$950,644	$1,036.20	
487	WEST JEFFERSON COUNTY MUNICIPAL WATER DIST	0.000000	$950,644	$950,644	$0.00	
586	JEFFERSON COUNTY ESD #4	0.076261	$950,644	$950,644	$724.97	
755	SABINE NECHES NAV DIST	0.089005	$950,644	$950,644	$846.12	
849	DRAINAGE DISTRICT #6	0.202572	$950,644	$950,644	$1,925.74	
901	JEFFERSON COUNTY	0.363184	$950,644	$950,644	$3,452.59	
A59	FARM AND LATERAL ROAD	0.000000	$950,644	$950,644	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$950,644	$950,644	$0.00	
E21	BEAUMONT ETJ	0.000000	$950,644	$950,644	$0.00	
T341	TIF PORT OF BMT	0.000000	$950,644	$950,644	$0.00	

Total Tax Rate: 2.001532

Estimated Taxes With Exemptions: $19,027.45

Estimated Taxes Without Exemptions: $19,027.45

Property Details

Account	
Property ID:	130542
Legal Description:	P HUMPHREYS-ABS 32 TR 5-A & 5-C 13.202 AC
Geographic ID:	300032-000-000800-00000
Agent:	
Type:	Real
Location	
Address:	6425 HIGHWAY 347 BEAUMONT, TX 77705
Map ID:	0
Neighborhood CD:	101-YA
Owner	
Owner ID:	362512
Name:	B F I SYS OF N AMERICA INC
Mailing Address:	% REPUBLIC SERVICES PROP TAX PO BOX 29246 PHOENIX, AZ 85038-9246
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0
Improvement Non-Homesite Value:	$1,101,734
Land Homesite Value:	$0
Land Non-Homesite Value:	$254,208
Agricultural Market Valuation:	$0
Market Value:	$1,355,942

Ag Use Value:	$0
Appraised Value:	$1,355,942
Homestead Cap Loss:	$0
Assessed Value:	$1,355,942

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	$1,355,942	$1,355,942	$15,749.40	
221	CITY OF BEAUMONT	0.695000	$1,355,942	$1,355,942	$9,423.80	
341	PORT OF BEAUMONT	0.109000	$1,355,942	$1,355,942	$1,477.98	
755	SABINE NECHES NAV DIST	0.089005	$1,355,942	$1,355,942	$1,206.86	
851	DRAINAGE DISTRICT #7	0.258589	$1,355,942	$1,355,942	$3,506.32	
901	JEFFERSON COUNTY	0.363184	$1,355,942	$1,355,942	$4,924.56	
A59	FARM AND LATERAL ROAD	0.000000	$1,355,942	$1,355,942	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$1,355,942	$1,355,942	$0.00	
T341	TIF PORT OF BMT	0.000000	$1,355,942	$1,355,942	$0.00	

Total Tax Rate: 2.676288

Estimated Taxes With Exemptions: $36,288.92

Estimated Taxes Without Exemptions: $36,288.92

Property Details

Account	
Property ID:	162235
Legal Description:	INV F&F M&E VEHS TRAILERS BFI WASTE SRVS OF TX
Geographic ID:	700000-000-066442-00000
Agent:	
Type:	Personal
Location	
Address:	6425 HIGHWAY 347 BEAUMONT, TX
Map ID:	0
Neighborhood CD:	
Owner	
Owner ID:	362562
Name:	REPUBLIC SERVICES BEAUMONT / BFI
Mailing Address:	BFI WASTE SRVS OF TEXAS #4862 PO BOX 29246 PHOENIX, AZ 85038-9246
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0
Improvement Non-Homesite Value:	$0
Land Homesite Value:	$0
Land Non-Homesite Value:	$0
Agricultural Market Valuation:	$0
Market Value:	$1,730,869

Ag Use Value:	$0
Appraised Value:	$1,730,869
Homestead Cap Loss:	$0
Assessed Value:	$1,730,869

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	$1,730,869	$1,730,869	$20,104.22	
221	CITY OF BEAUMONT	0.695000	$1,730,869	$1,730,869	$12,029.54	
341	PORT OF BEAUMONT	0.109000	$1,730,869	$1,730,869	$1,886.65	
755	SABINE NECHES NAV DIST	0.089005	$1,730,869	$1,730,869	$1,540.56	
851	DRAINAGE DISTRICT #7	0.258589	$1,730,869	$1,730,869	$4,475.84	
901	JEFFERSON COUNTY	0.363184	$1,730,869	$1,730,869	$6,286.24	
A59	FARM AND LATERAL ROAD	0.000000	$1,730,869	$1,730,869	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$1,730,869	$1,730,869	$0.00	

Total Tax Rate: 2.676288

Estimated Taxes With Exemptions: $46,323.05

Estimated Taxes Without Exemptions: $46,323.05

Property Details

Account	
Property ID:	265868
Legal Description:	LEASED EQUIP @ BFI WASTE SRVS OF TX
Geographic ID:	700000-000-066431-00000
Agent:	
Type:	Personal
Location	
Address:	BEAUMONT, TX
Map ID:	0
Neighborhood CD:	
Owner	
Owner ID:	30435
Name:	ALLIED WASTE / BFI BEAUMONT #4862
Mailing Address:	BFI WASTE SRVS OF TEXAS LP PO BOX 29246 PHOENIX, AZ 85038-9246
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0
Improvement Non-Homesite Value:	$0
Land Homesite Value:	$0
Land Non-Homesite Value:	$0
Agricultural Market Valuation:	$0
Market Value:	$196,775

Ag Use Value:	$0
Appraised Value:	$196,775
Homestead Cap Loss:	$0
Assessed Value:	$196,775

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	$196,775	$196,775	$2,285.56	
221	CITY OF BEAUMONT	0.695000	$196,775	$196,775	$1,367.59	
341	PORT OF BEAUMONT	0.109000	$196,775	$196,775	$214.48	
755	SABINE NECHES NAV DIST	0.089005	$196,775	$196,775	$175.14	
851	DRAINAGE DISTRICT #7	0.258589	$196,775	$196,775	$508.84	
901	JEFFERSON COUNTY	0.363184	$196,775	$196,775	$714.66	
A59	FARM AND LATERAL ROAD	0.000000	$196,775	$196,775	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$196,775	$196,775	$0.00	

Total Tax Rate: 2.676288

Estimated Taxes With Exemptions: $5,266.27

Estimated Taxes Without Exemptions: $5,266.27

Property Details

Account	
Property ID:	329030
Legal Description:	TR 76 OF ABST 258 LTS 3 & 5 T & NO #3 14.414AC
Geographic ID:	300258-000-007200-00000
Agent:	
Type:	Real
Location	
Address:	
Map ID:	0
Neighborhood CD:	107-YA
Owner	
Owner ID:	361388
Name:	ALLIED WASTE SERVICES #5120
Mailing Address:	% REPUBLIC SERVICES PROP TAX PO BOX 29246 PHOENIX, AZ 85038-9246
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0
Improvement Non-Homesite Value:	$42,345
Land Homesite Value:	$0
Land Non-Homesite Value:	$90,960
Agricultural Market Valuation:	$0
Market Value:	$133,305

Ag Use Value:	$0
Appraised Value:	$133,305
Homestead Cap Loss:	$0
Assessed Value:	$133,305

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
107	NEDERLAND ISD	1.172000	$133,305	$133,305	$1,562.33	
341	PORT OF BEAUMONT	0.109000	$133,305	$133,305	$145.30	
588	JEFFERSON COUNTY ESD #2	0.022676	$133,305	$133,305	$30.23	
755	SABINE NECHES NAV DIST	0.089005	$133,305	$133,305	$118.65	
851	DRAINAGE DISTRICT #7	0.258589	$133,305	$133,305	$344.71	
901	JEFFERSON COUNTY	0.363184	$133,305	$133,305	$484.14	
A59	FARM AND LATERAL ROAD	0.000000	$133,305	$133,305	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$133,305	$133,305	$0.00	
T341	TIF PORT OF BMT	0.000000	$133,305	$133,305	$0.00	

Total Tax Rate: 2.014454

Estimated Taxes With Exemptions: $2,685.36

Estimated Taxes Without Exemptions: $2,685.36

Property Details

Account	
Property ID:	162236
Legal Description:	INV F&F M&E VEHS GOLDEN TRIANGLE LANDFILL #5120
Geographic ID:	700000-000-066443-00000
Agent:	
Type:	Personal
Location	
Address:	6433 LABELLE RD OUTSIDE BEAUMONT, TX
Map ID:	0
Neighborhood CD:	
Owner	
Owner ID:	654220
Name:	GOLDEN TRIANGLE LANDFILL TX 5120
Mailing Address:	REPUBLIC SERVICES INC PO BOX 29246 PHOENIX, AZ 85038-9246
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$0
Improvement Non-Homesite Value:	$0
Land Homesite Value:	$0
Land Non-Homesite Value:	$0
Agricultural Market Valuation:	$0
Market Value:	$3,045,809

Ag Use Value:	$0
Appraised Value:	$3,045,809
Homestead Cap Loss:	$0
Assessed Value:	$3,045,809

VALUES DISPLAYED ARE 2022 CERTIFIED VALUES.

DISCLAIMER Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
101	BEAUMONT ISD	1.161510	$3,045,809	$3,045,809	$35,377.38	
341	PORT OF BEAUMONT	0.109000	$3,045,809	$3,045,809	$3,319.93	
586	JEFFERSON COUNTY ESD #4	0.076261	$3,045,809	$3,045,809	$2,322.76	
755	SABINE NECHES NAV DIST	0.089005	$3,045,809	$3,045,809	$2,710.92	
849	DRAINAGE DISTRICT #6	0.202572	$3,045,809	$3,045,809	$6,169.96	
901	JEFFERSON COUNTY	0.363184	$3,045,809	$3,045,809	$11,061.89	
A59	FARM AND LATERAL ROAD	0.000000	$3,045,809	$3,045,809	$0.00	
CAD	JEFFERSON CO APPRAISAL DISTRICT	0.000000	$3,045,809	$3,045,809	$0.00	
E21	BEAUMONT ETJ	0.000000	$3,045,809	$3,045,809	$0.00	

Total Tax Rate: 2.001532

Estimated Taxes With Exemptions: $60,962.84

Estimated Taxes Without Exemptions: $60,962.84

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE TRASH AND BIOMEDICAL WASTE CONTAINER SERVICE FOR JEFFERSON COUNTY IN THE STATE OF TEXAS

The undersigned, Secretary of **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the general partner (the "General Partner") of **BFI WASTE SERVICES OF TEXAS, LP**, a Delaware limited partnership (the "Partnership") hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by written consent of the General Partner on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the General Partner, in its capacity as the General Partner of the Partnership, and to include the execution of related documents, in connection with the day-to-day business activities of the Partnership, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Partnership and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **BILL VOIGTMAN** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Partnership as set forth in the foregoing resolution.

WITNESS MY HAND, this 14th day of September, 2022.

Lauren McKeon

Lauren McKeon, Secretary

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

September 27, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-055/MR), Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, https://www.co.jefferson.tx.us/Purchasing/, or by calling 409-835-8593.**

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

There will be a Pre-Proposal Conference via Microsoft Teams on Thursday**,** October 6, 2022**,** at 2:00 pm CT**.** Please contact Mistey Reeves at 409-835-8593 or mreeves@co.jefferson.tx.us by Wednesday, October 5, 2022, at 4:00 pm CT to receive a link for the Pre-Proposal Conference.

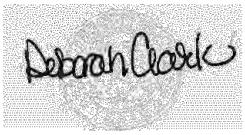
PROPOSAL NAME:	**Third Party Claims Administration, Cost Containment and/or Network Program Establishment for Jefferson County**
PROPOSAL NUMBER:	**RFP 22-055/MR**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, October 19, 2022**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Mistey Reeves**,** Assistant Purchasing Agent at 409-835-8593 or 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.

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

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

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



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
September 28th & October 5th, 2022
Examiner **October 6, 2022**

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PROPOSAL SUBMITTAL CHECKLIST

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

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal. Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal. Proposer shall check each box indicating compliance.

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

☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

☐ An acknowledgment and/or response to each section of the proposal.

☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☐ Identification of three (3) entities for which the Proposer is providing or has provided Claims Administration and Risk Management services for self-funded Workers' Compensation and Liability Programs of the type requested, including the name, position, and telephone number of a contact person at each entity.

☐ Copy of Sam.gov registration.

☐ Completed and Signed FORM 1295.

☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

☐ **One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

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

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Claims Administration and Risk Management services for self-funded Workers' Compensation and Liability Programs.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

PROPOSER: INSERT COMPLETED SAM.GOV REGISTRATION BEHIND THIS PAGE.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

YOUR FIRM NAME HERE

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**JEFFERSON COUNTY, TEXAS*

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

BID/CONTRACT/PO NUMBER GOES HERE

4 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			

5 **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 is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

Employers' Liability	$5,000,000
Broad form Commercial General Liability	$1,000,000 per occurrence $2,000,000 General Aggregate
Business Automobile Liability	$1,000,000
Professional Liability	$5,000,000 per claim
Cyber Liability	$5,000,000 per claim and aggregate

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. ***Minimum wages.***

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 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 dete1mination 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)(l)(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)(l)(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) (l) (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 assets for the meeting of obligations under the plan or program.

2. ***Withholding.***

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 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 l (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)(l)(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 l(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) (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
Proposer:
Please complete this form and include with proposal 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/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

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
<u>Proposer</u>:
Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://www.co.jefferson.tx.us/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, October 19, 2022.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mreeves@co.jefferson.tx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8563 or email at: dclark@co.jefferson.tx.us.

Courthouse Security:

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (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

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3.2 PRE-PROPOSAL CONFERENCE

THERE WILL BE A PRE-PROPOSAL CONFERENCE VIA MICROSOFT TEAMS ON THURSDAY, OCTOBER 6, 2022, AT 2:00 PM CT. PLEASE CONTACT MISTEY REEVES AT 409-835-8593 OR MREEVES@CO.JEFFERSON.TX.US BY WEDNESDAY, OCTOBER 5, 2022, AT 4:00 PM CT TO RECEIVE A LINK FOR THE PRE-PROPOSAL CONFERENCE

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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, October 12, 2022.**

3.4 TENTATIVE SCHEDULE OF EVENTS

September 27, 2022	**Issuance of Request for Proposal**
October 6, 2022	**Pre-Proposal Conference**
October 19, 2022	**Deadline Submission (late proposals will not be considered)**
October 20, 2022	**Proposals distributed to Evaluation Committee**
October 28, 2022	**Evaluation Committee Convenes to Tabulate Scoring and Determines Short List**
November 3, 2022	**If Applicable: Conduct Interview/Best and Final Offer/Short List**
November 22, 2022	**Recommendation for Award**

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

A. Transmittal Letter

B. Table of Contents

C. Executive Summary

D. Proposer Identifying Information

E. Proposer Personnel and Organization

F. Cost Proposal Form (PAGE 59)

G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (**90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (**90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;

e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and

h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP, including any certification and/or license of individual (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

Each Proposer must provide the claims procedure and performance manual used by proposer. Also include forms used other than forms offered by the State of Texas.

Each Proposer must provide a response to all information included in Section 5 Project Objective and Scope of Services.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Introduction

Jefferson County is soliciting proposals from organizations who designated or assigned personnel must be knowledgeable, experienced and qualified to perform and provide professional Claims Administration and Risk Management services for Jefferson County's self-funded Workers' Compensation and Liability Programs.

The scope of services, deliverables and related work will encompass all aspects of Jefferson County operations and require extensive knowledge and experience across all lines of coverage.

During the evaluation process in connection with this RFP, the County may elect to tour any prospective TPA vendor's offices and meet any prospective TPA vendor's proposed or anticipated account manager.

Background

Jefferson County's Workers' Compensation (WC) and Liability claims are currently managed by the County's Risk Management Department through a Third Party Administrator (TPA). Litigation matters are generally managed through interdepartmental accords with the Jefferson County District Attorney Civil Division. The TPA is responsible for all aspects of the presented claims from inception to resolution in concert with Jefferson County staff and leadership.

The scope of coverage is substantial and will encompass the County's 61 Departments with a total workforce of over 1,123 employees. Of this, approximately 383 are uniformed Sheriff's Office and Constable Office law enforcement employees. The County currently has an annual average claims count of approximately 50 Workers' Compensation claims (including 23 Indemnity Claims) and estimated 7 Auto Liability.

Under the County's current WC program, County employees may seek medical treatment from any medical provider that accepts workers' compensation. However, the County intends to utilize a Network for its Workers' Compensation Program going forward.

Scope of Work

Jefferson County seeks proposals from qualified vendors interested in providing the services described in the Request for Proposals. More specifically, Jefferson County intends to contract with a Third Party Administrator (TPA) with a proven Network Program. The TPA must:

1. Meet the reasonable, necessary and related medical needs of injured Jefferson County workers, and
2. Expedite handling of third-party liability claims made against Jefferson County

Each vendor may either:

1. Propose to perform or provide all Services, Deliverables and related work, or
2. Form a joint venture or a team for the performance of and/or provisions for the Services, Deliverables and related work

Jefferson County will consider proposals for its Workers' Compensation portfolio and Liability portfolio.

The selected TPA vendor(s) will play a pivotal role in the administration, progress, and outlook in concert with the County and/or the selected TPA vendor. The County expects to proceed under this model and the selected TPA vendor(s) is expected to assist in its creation (if applicable) and/or implementation of the Network.

Jefferson County desires to provide for focus on each of the following:

1. Treatment of all County injured workers with dignity and respect;
2. Coordination of quality medical care and medical facilities convenient for use;
3. Early diagnosis and definition of the compensable injury;
4. Efficiency in the delivery of medical services;
5. Teamwork between the County, its insurance consultant, the selected TPA vendor and the case manager;
6. Early return to work opportunity for each inured County worker;
7. Physical Therapy services focused on increasing range of motion; and
8. On-going communication with each injured County worker and the County's team of selected WC professionals.

General Administrative Requirements

The selected TPA vendor(s) will perform the following general services or provide the following in connection with all Workers' Compensation and/or Liability claims submitted to the vendor by the County and Network program.

1. Maintain or establish, prior to the start of the executed contract, a local office with a local account manager, dedicated or designated Workers' Compensation and Liability supervisors, and sufficient dedicated claims staff to handle the County's account as contemplated under both this RFP and applicable contract.
2. Ensure the maximum caseload by each licensed adjuster will be no more than each of the following:
    a. Workers' Compensation: Lost Time – 100 claims
    b. Workers' Compensation: Medical Only – 225 claims
    c. Liability (AL, LEL, PO, EPL & GL Combined) – 150 occurrences
3. All adjusters designated for the County account, which is covered by the executed contract, must maintain a valid and appropriate Texas Adjuster License related to their business area of insurance.
4. Provide electronic capability to report claims covered by the executed contract directly into the applicable claims system to the County and its designated Risk Management personnel have access.
    a. Option to have and maintain a web-based RMIS reporting system to the County's designated representative. County's representative will have access and usage, at no additional cost, for entering both Workers' Compensation and Liability Claims as well as other reported incidents.
    b. All claims submitted by phone or electronically during normal business hours must be entered into the selected TPA vendor(s) claims system by the selected TPA vendor(s) on the same business day.
    c. The County should have access to real time notes which are stored on the claims system in connection with all such claims and incidents.
5. When the County elects to proceed with a Workers' Compensation Network, the TPA vendor will support its transition and utilize it for all the County's existing and future WC claims.
6. Meet with the County's designated Risk Management Staff, as well as the County's then current and designated insurance consultant, on a monthly basis or as needed when determined necessary by the County, to discuss the status of active files, claims handling concerns, program operational issues and other areas of concern which are covered by the Services to be performed under the terms of this RFP and executed contract.
    a. Make all loss reports available to the County's designated representative and insurance consultant in an excel format for the purpose of marketing coverage on the County's behalf.
    b. Provide periodic information to, and cooperate with, the County's actuarial service provider.
7. Keep the County fully apprised of significant changes in the State of Texas Workers' Compensation rules and Tort Law that may affect the County as soon as changes are known.
8. Comply with all applicable rules and regulations promulgated by the Texas Commissioner of Worker's Compensation.

9. Provide notices for continuing education courses offered in (sixty (60) days or as soon as practical) which the County's designated Risk Management personnel either may be interested in or required to attend.
10. Assume the role and responsibilities of the County's Reporting Agent with respect to Workers' Compensation and Liability Claims as well as other required reported incidents, pursuant to the Medicare, Medicaid, SCHIP Extension Act 2007, as amended from time to time throughout the term of the executed contract (Collectively, the "MMSEA").
    a. Prepare and submit all queries and quarterly reports with respect to both Workers' Compensation and Liability Claims, as well as other required reported incidents to the Center for Medicare and Medicaid Services (CMS) in accordance with MMSEA.
    b. Indemnify, defend (upon the County's written request) and hold County harmless from and against all fines and penalties levied against the selected TPA vendor(s) or County for the selected TPA vendor(s) failure to comply with any applicable MMSEA requirements. In no way will the selected TPA vendor(s) pass along or otherwise cause the County to pay fines, which levied solely against the selected TPA vendor(s) or levied against the County due to the selected TPA vendor(s) negligence, error or omission.
11. Establish and maintain a program for timely submitting, investigating, processing and responding to complaints submitted by an individual or entity regarding claim files being managed on behalf of the County.
12. Include a complete and accurate description of the current policies and procedures of the TPA vendor to ensure and measure internal quality control of all duties and responsibilities required of the TPA vendor in connections with the executed contract.

General Audits/Reports

1. Conduct a quarterly claims review with the County's designated Risk Management Staff and meet with the County's Risk Management & Compliance Director or their designee on an "as-needed" basis.
2. Conduct biannual legacy WC claims review for selected claims that exceed thresholds and/or remain open beyond maximum medical improvement or inactive claims to aggressively pursue their eventual closure, where warranted. The applicable criteria to be adhered to for either such retention or closure is to be recommended in writing by the selected TPA vendor(s) and as approved by the County's Commissioners' Court.
3. Provide medical bill review, pharmaceutical review and utilization review components in their proposals.
4. Conduct (at least quarterly throughout the term of the executed contract) compliance reviews and medical bill audits on a randomly selected sample of the claim files with reports to the County's Risk Management & Compliance Director or their designee.
5. Conduct internal audits to ensure requirements set forth in the applicable executed contract are being fulfilled every six (6) months, and provide a complete and accurate copy of the written or electronic report of the audit findings to the County's Risk Management staff.
6. Provide on a monthly basis throughout the term of the executed contract, a check register of all indemnity, medical and expense payments made either to or on behalf of any County claimant, at no additional cost to the County.
7. Cooperate with the County in identifying overpayments and duplicate payments, and provide a written or digital explanation for such.
    a. If overpayments resulted from TPA's failure to discharge duties diligently, the selected TPA vendor(s) must reimburse the County within thirty (30) days for overpayments and provide a written or digital report detailing the cause or reason for each overpayment.
8. Submit to, and cooperate with, on-site visits and claims/operational audits performed by the County's designated third-party consultants or the County's designated internal staff members.
    a. If conflicts or perceived conflicts of interest arise with respect to the audits, the County will determine if such conflict exists and act accordingly.
9. Annually prepare and mail all IRS forms 1099 Miscellaneous for all affected vendors.

   a. An electronic version must be submitted to the County no later than January 15th of each year including the first January that arises after each executed contract expires or terminates early.
10. Examine and promptly report to the County's Risk Management & Compliance Director (or their designee) either in writing or digitally, any claims with or where there is an indication of fraud.
    a. The selected TPA vendor(s) must assign an investigator to investigate suspected fraudulent claims with County's advance written consent.
    b. Promptly report findings to the County's Risk Management & Compliance Director or their designee.
11. Provide the County an annual "SOC 1" Type 2 report in accordance with the most recent version of the Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization, which supersedes the SAS 70.

Services and Deliverables

1. A monthly summary (sent either in writing or digital format) of the claims checking account, listing all checks, vouchers, voided checks in numerical sequence (stating the date issued), claim number, claimants' names, payees' names, amounts paid, types of benefit paid, and benefit periods, which must be forwarded to the County's Risk Management & Compliance Director (or their designee) upon request.
2. A monthly computer-generated claims report and management summary (sent either in writing or digital format) which must be forwarded to the County's Risk Management Department no later than the tenth (10th) day of each month for the preceding month, with both content and a suggested format as follows (Formats other than description below must be considered in the negotiation of the contract between the County and selected TPA vendor(s)):
    a. A management summary (loss analysis) of all pending liability and workers' compensation claims/ reports of all claims by fiscal year (October 1st – September 30th) by the applicable County department to include current month new claims, active claims, closed claims, all claims by date of injury by fiscal year, all claims by payment type, all claims by total incurred greater than $10,000.00, alpha order by name, all claims with payment in current month with payment detail in alpha order. Each department's incurred, paid and number of claims must be totaled by claim type. An average Work Day Index and Injury Incident Rate, calculated by department.
    b. A loss control report that includes the monthly trend for each category on a monthly basis by the following categories and that breaks down injuries by fiscal year by the following
        i. Applicable County department
        ii. Cause and type (nature) of the injury associated with each claim file
        iii. Injured employee's age
        iv. Years of experience
        v. Body part affected
        vi. Time of day of injury
        vii. List of repeat offenders.
    c. Provide details (either in writing or in digital format) on types of reports which the selected TPA vendor(s) will offer to the County, along with samples of such reports.
    d. The County wants the ability to run the reports online.
3. A weekly report of new Workers' Compensation, Liability and other required reported incident claims opened during the previous week must be provided to the County's Risk Management Department, either in writing or in digital format, on or before the first business day of each week.
    a. This report must identify the claimant, originating department and the nature or type of the claim.

General Claims Processing

1. Perform such functions normally contemplated to be the function of TPAs including, but not limited to, assuming responsibility for the management of pending, new and reopened claims.
2. Investigate, adjust and subrogate all reported claims in accordance with the applicable provisions of the Texas Workers' Compensation Act and Texas Tort Claims Act, as well as any applicable ordinances, as each may be amended from time to time throughout the term of the contract, unless otherwise directed by the County's designated Risk Management Representative.
3. Report all Workers' Compensation and Liability Injury cases to the Central Index Bureau (CIB) upon file creation, at its vendor's sole cost and expense, with a complete and accurate copy of all case information retained in the electronic file. Resubmit an index electronically to the CIB every six (6) months until the applicable case is closed. The selected TPA vendor **will not** allocate any applicable CIB expense to the County.
4. The selected TPA vendor(s) management/supervisory level personnel will assign claims, utilizing appropriate cost center numbers, as provided by the County, to appropriately reflect originating Department.
5. Use a thirty (30) day adjuster diary system for timely file review of each claim file being handled or managed on the County's behalf under the terms of any executed contract. Each file diary review including reserves, must be documented, in detail, in the applicable computer file notes. All claim reserves will be monitored and adjusted accordingly. File notes must contain an explanation for any adjustment.
6. Estimate, establish and maintain claim reserves on a "most probable" basis. In claim reserving practices, for each claim file, the selected TPA vendor(s) must take into consideration the indemnity, medical, rehabilitation and allocated expense categories, and all other major sub-categories of each.
    a. Changes in claim reserves must be reviewed and approved by the selected TPA vendor(s) designated claims supervisor.
    b. Any claims reserve contemplated over $25,000 requires either written or digital notification to, or either written or digital consent by or from the County's Risk Management & Compliance Director or their designee.
7. Maintain copies of all written correspondence within each claim file, whether physical or electronic, and make same available at any time upon the County's request at no additional cost to the County.

Workers' Compensation Claim Processing

The selected TPA vendor(s) will perform the following TPA services for the County's Workers' Compensation claims, as well as provide the following associated deliverables, in connection with the County's Workers' Compensation claims and claim files.

1. Establish and assign WC claim files within one (1) business day from receipt of the initial report submitted by the County.
2. Increase productivity, efficiency and quality with respect to the WC claim files submitted by the County, while reducing claim expenses to improve overall claim outcome.
3. Review of WC claim files management, determination, treatment plans, medical codes, and preparation and submittal of written or digital summary of findings to the County's Risk Management & Compliance Director or their designee.
4. Contact each applicable lost time injured employee, WC Network medical service provider and County Department associated with the lost time injured employee within twenty-four (24) hours of claim assignment by the County.
    a. Contact to the lost time injured employee shall be by means of telephone call, email or mailed contact letter.
    b. The department head of the affected County Department associated with the lost time injured employee must be notified if the lost time injured employee cannot be reached by means of telephone call.

5. Obtain lost time injured employee's signature authorizing the release of their medical records.
    a. Obtain copies of all medical bills and records associated with such employee.
6. Provide a written summary of the injured employee's injuries to the Independent Medical Exam Doctor, Required Medical Exam Doctor and/or designated doctor, along with copies of all medical reports and films necessary for a successful and complete examination.
7. Take and retain complete and accurate copies of recorded statements from all lost time injured employees as part of any WC related investigation.
8. Maintain personal contact with injured workers who have active lost time claims a least once every two (2) weeks in order to maintain rapport and monitor medical progress and overall status.
9. Notify the injured County employee in writing when impairment benefits are owed.
    a. The selected TPA vendor(s) must issue the first lost time check to the injured County employee and explain all the benefits owed to the employee, including any applicable medical benefits.
10. Have the capacity to issue income benefits electronically via direct deposit to any injured County employee, as directed by the County.
11. Provide injured County employees with electronic access to their claim file, claim payment status and pending health care appointments for all device platforms, including smart phones.
12. Create or maintain a customer satisfaction survey mechanism for the County employees and provide findings to County Judge or Risk Management & Compliance Director (or their designee) as directed on a quarterly basis.
13. Obtain written or digital approval from the County Risk Management & Compliance Director or their designee on surveillance, case management referral, peer review and vocational evaluation.
14. Pursue all applicable contributions for recovery potential from responsible party or parties.
    a. Communication with various WC Network physicians and appointments must be documented before financial resolution of an impairment rating for any affected injured County employee.
15. Investigate and pursue all subrogation and restitution exposures to the County which are associated with any WC claim files being handled on the County's behalf.
    a. The "at fault" party must be place on notice within thirty (30) days of notification of claim, or within thirty (30) days of receipt of third party information.
16. Reasonably cooperate with any medical cost containment, case management, risk management, investigations, law firm or any other organization designated by the County.
    a. The selected TPA vendor(s) will be required to coordinate with and work closely with these representatives.
17. Notify the County's Risk Management Department prior to any notice of claim being sent to determine if an attorney from the County's District Attorney's Office – Civil Division will be assigned.
    a. All litigation will be handled by the Jefferson County District Attorney's Office unless otherwise authorized by Jefferson County Commissioners' Court.
18. Provide a written report to County with respect to any findings or decision(s) made in connection with the proceeding(s) conducted at an administrative WC hearing within seventy-two (72) hours after such hearing has concluded, at no additional cost to the County.
19. Attend all meetings, administrative hearings and legal proceedings that the County requests, at no additional expense to the County.
20. Obtain approval from the County through a proposed settlement memo on all subrogation agreements which are less the 100% of the lien.
    a. All recoveries must be sent to the County's Risk Management Department immediately upon receipt.
    b. All terms of the third party settlement, such as amounts paid to the employee, amount of attorney's fees (must be approved by Commissioners' Court prior to use of outside counsel), adverse party policy limits, etc., must be outlined in the claim notes, as well as the settlement memo so that the County may take credit for any needed future care related to the claimant as provided under the Texas Labor Code, Section 417.002(b), as such statutory provision may be amended throughout the term of the executed contract.

21. Timely pay all bills related to each WC claim covered by the applicable executed contract, including fees owed to third parties and benefits owed in accordance with the Texas Worker's Compensation Act.
22. Electronically transfer information required by statute or regulation to the Texas Department of Insurance – Division of Workers' Compensation, including its successor department or division (collectively the "TDI-DWC") and other involved parties in a timely manner at no additional expense to the County.
    a. Obtain all necessary information to fully complete and file all required forms with the TDI-DWC as required by applicable state law or regulation.
23. Prepare and file, with the appropriate Texas state agencies, all forms required for the County to maintain its qualifications as a self-insured political subdivision, as authorized under the Texas Labor Code, Chapter 504, unless otherwise directed by the County Judge or Risk Management & Compliance Director (or their designee).
    a. Expenses related to maintaining this status under the rules and regulations of Texas shall be passed onto the County.
24. Indemnify, defend and hold County harmless from all fines and penalties levied against the selected TPA vendor(s), or County for the selected TPA vendor(s) failure to comply with the Texas Workers' Compensation Act, including, but not limited to, failure to timely pay all mandatory benefits and failure to comply with all reporting requirements.
    a. In no way will the selected TPA vendor(s) pass along or otherwise cause the County to pay fines, which are levied solely against the selected TPA vendor(s) or levied against the County due to selected TPA vendor(s) negligence, error or omission including, but not limited to, payments that can be made based on estimated income benefits.
25. Provide quarterly executive summaries of issues, trends, opportunities and results as it relates to the County's Workers' Compensation Program including, without limitation, impactful TDI-DWC and legislative alerts and then present this information at quarterly file reviews with various County elected officials and employees.

Liability Claims Processing

The selected TPA vendor(s) must provide options for the following TPA services, as well as provide options for the following associated Deliverables for liability claims.

1. Initiate claims investigation with claimant(s), witnesses, affected County personnel, and any other necessary parties within one (1) business day after the receipt of a claim by telephone or in person by the selected TPA vendor(s).
2. Attempt to take recorded statements from all liability claimants as part of investigation.
    a. The selected TPA vendor(s) must include a note in file if liability claimant refuses to provide a recorded statement and an explanation for the refusal.
3. Secure photographs of the location in question on all liability claims involving the condition of tangible personal or real property, when appropriate.
4. Assign an appraiser to inspect all property damage claims, where appropriate.
    a. Each inspection must include an itemized description and photographs of the damages.
5. Create, implement, and maintain a system to code and track all liability losses/claims covered by an executed contract by the following line of businesses.
    a. Commercial General Liability
    b. Auto Liability
    c. Employment Practices Liability
    d. Public Officials
    e. Law Enforcement Liability
6. Secure and review copies of all applicable third party contracts for any affected insurance and indemnification requirements, where appropriate.
7. Tender claims to third party contractor or other entities, where appropriate.

8. In litigated cases, coordinate contact with Jefferson County District Attorney's Office – Civil Division through the County's Risk Management Department.
9. Deny a claim if the selected TPA vendor(s) determine(s) that the County has no liability or where immunity has not been waived; provided however, the County reserves the right to make such determinations on its own.
10. Make recommendations promptly (either digitally or in writing) to the County's Risk Management Department regarding investigation, negligence, and potential liability in connection with each liability claim handled under this section.
11. Negotiate settlement of the liability claim if either the selected TPA vendor(s) or the County determines liability exists and immunity has been waived.
12. Make payments promptly on all approved settlements.
    a. The selected TPA vendor(s) will be given the authority to settle claims for up to $4,999.99 without the County's Risk Management staff approval.
    b. For settlements valued at $5,000.00 or more, settlement proposals must be submitted by a memorandum (either digitally or in writing), outlining the liability claim under settlement review and the justification for a settlement recommendation, including supporting documents.
        i. The memorandum must be prepared by the claims adjuster assigned to the applicable liability claim and submitted to the County's Risk Management Department for review and approval.

Litigation of Liability Related Claims

The selected TPA vendor(s) must provide options for the following TPA services, as well as provide the following associated Deliverables for litigation of liability related claims. All litigation will be handled by the Jefferson County District Attorney's Office unless otherwise authorized by Jefferson County Commissioner's Court.

1. If a lawsuit has been filed, forward contents of the claim file to the appropriate attorney as assigned by the Jefferson County District Attorney's Office – Civil Division.
    a. The selected TPA vendor(s) must continue to monitor the claim and respond to all instructions, requests, etc., as directed by the assigned Attorney for the Jefferson County District Attorney's Office – Civil Division.
2. Obtain approval from Jefferson County District Attorney's Office – Civil Division's Division Chief prior to payment of any bills related to litigation.
3. Pay all bills involved with litigation in prompt fashion once received from and/or approved by the Jefferson County District Attorney's Office – Civil Division's Division Chief.
4. Issue settlement checks as instructed by the Jefferson County District Attorney's Office – Civil Division's Division Chief and deliver such settlement checks to the assigned County Attorney, but not the plaintiff or any of the plaintiff's attorneys or other representatives, unless otherwise directed, either digitally or in writing by the County Attorney.
5. Maintain, monitor and/or adjust reserve levels for each case.
6. Track litigation costs, monitor litigation, audit legal bills and provide litigation expense reports, upon written or digital request by any County Risk Management or County District Attorney's Office representative.
7. Attend meetings, mediations and legal proceedings as requested by the County.

Funding Account

The selected TPA vendor(s) muster perform the following TPA services and provide the following associated deliverables for funding account.

1. Issue checks on a "positive pay" basis tied to a zero balance checking account, established at the County's designated deposit, which is currently Allegiance Bank, for payments to employees, medical providers, vendors, citizens and attorneys.

2. Provide a weekly check register, in advance of issuing payments, to allow time for the County to review, issue approvals, and deposit funds, where the County may place funds on a weekly basis, taking into consideration any required County approval for payments as described herein.
3. Provide the checks which comply with the County's financial institution minimum standards at no additional cost to the County.
4. Upon termination of the executed contract, by expiration or any other manner, have all outstanding invoices received prior to the termination date of the executed contract paid and processed, as well as have all files completed and updated in a neat and orderly manner.
5. Respond to any request by the County within one (1) business day from the time a request is made.
6. Notify all County employees designated by the county and providers of services in connections with any applicable service contract of any change in Workers' Compensation Administration by the County. This notification must, at a minimum, include a statement indicating that all billing of the County claims for all work-related injuries which are suffered or sustained, or allegedly suffered or sustained, subsequent to the applicable service contract expiration or early termination date should be submitted to the new administrator for processing.

Medical Cost Containment

Under the current structure, the selected TPA vendor(s) will perform the following Medical Cost Containment Services at the direction of the County and provide the following associated deliverables in connection with the County's Workers' Compensation, Liability and other required reported incident claims and claim files.

1. Provide Services and associated Deliverables through experienced, qualified and licensed professional staff.
    a. Services of a Medical Director may be utilized on a case by case basis.
    b. The selected TPA vendor(s) designated Case Managers should have appropriate required designation.
2. Make case managers and utilization review staff reasonably available to treating physicians during physician's business hours.
3. Provide treating physicians with timely notification of decisions regarding authorization.
4. Provide bill review, utilization review (i.e. prospective, concurrent, retrospective and pre-procedure) peer review, pre-authorization, case management, vocational and rehabilitation evaluation, discharge planning, identification of catastrophic illness or injury, and other workers' compensation medical cost management related services as requested and approved by the County.
5. Perform such other functions normally contemplated to be responsibility, duty or function of medical cost containment service providers.
6. Require bill review and utilization management staff to use Official Disability Treatment Guidelines (ODG) to properly handle and manage overutilization.
7. Audit medical bills in accordance with all applicable TDI-DWC fee guidelines or special discounts negotiated with WC Network medical service providers.
8. Review medical bills for any irregularities such as overlapping dates of service, unrelated fees, up-coding and unbundling.
9. Properly document claim files regarding analysis, recommendations/reviews, pre-authorization, etc.
    a. Documentation must show due diligence and reasonableness for any recommendations made if and when any of these claims should ever be challenged through administrative or judicial channels.
10. Provide monthly reporting analysis and improvement opportunities for all cost containment and case management programs.
11. Make appropriate application of treatment guidelines and fee schedules.
12. Electronically transfer required information to the TDI-DWC and other involved parties in a timely manner at no additional cost to the County.

13. Use pro-active approval and coordinate activities with the claims adjusters and supervising staff with regard to case management services. All Case Management referrals must be approved by the County's Risk Management & Compliance Director or their designee.
14. Monitor appropriateness of treatment, necessity and continuation of medical treatment in relation to an on-the-job injury/illness.
15. Obtain either written or digital pre-approval from the County on all vocational evaluation for job analysis.
16. Provide 24 hours/7 days a week access to a nurse by telephone or videoconferencing.
17. Pay in accordance with the applicable fee schedule guidelines and WC Network or Plan rates.
18. Provide all open claims the opportunity to move into the Network and monitor all non-network claims accordingly.

Pharmacy Benefit Management

The selected TPA vendor(s) will perform the following Pharmacy Benefit Management (PBM) Services, at the direction of the County, and provide the following associated Deliverables, in connection with the County's Workers' Compensation, Liability and other required reported incident claims and claim files. The County has the right to direct the selected TPA vendor(s) to work with any specified Pharmacy Benefit Management Vendor(s).

1. Provide services through experienced, qualified and licensed professional staff.
    a. Services of a Medical Director may be utilized on a case by case basis.
2. Make case managers and utilization review staff reasonably available to treating physicians during physician's business hours.
3. Providing treating physicians with timely notification of decisions regarding authorization.
4. Provide bill review, utilization review (i.e. prospective, concurrent, retrospective and pre-procedure) peer review, pre-authorization and other workers' compensation PBM related services as requested and approved by the County.
5. Audit and pay pharmacy bills in accordance with all applicable TDI-DWC fee guidelines or special disclosures negotiated with WC Network service providers, regardless of whether the County contracts directly with providers or uses the selected TPA vendor(s) plan.
6. Implement early medication intervention protocols where medication peer reviews are done with suggestions of appropriate medication.
7. Monitor appropriateness of prescription(s), as well as the necessity and continuation of prescription(s), in relation to an on-the-job injury/illness.
8. Review pharmacy bills for any irregularities, such as overlapping dates of services, unrelated fees, up-coding, and unbundling.
9. Properly document claim files regarding analysis, recommendations/reviews, pre-authorization, etc.
    a. Documentation must show due diligence and reasonableness for any recommendations made, if and when any of these claims should ever be challenged through administrative or judicial channels.
10. Electronically transfer required information to the TDI-DWC and other involved parties in a timely manner at no additional cost to the County.
11. Perform such other functions normally contemplated to be the responsibility, duty or function of PBM service providers.
12. Provide monthly reporting, analysis and improvement opportunities for all cost containment and case management programs.

Risk Management Information System

The selected TPA vendor(s) must provide an option for the following TPA services, and provide an option for the following associated Deliverables, for a Risk Management Information System (RMIS) for County Workers' Compensation, Liability and other required reported incident claims and/or reported incidents.

1. Electronic reporting to the proper authorities of all claims required by MMSEA is **mandatory**.
2. The selected TPA vendor(s) must provide all the software applications (claim platform) which are necessary to perform the services and provide the deliverables required under this section and the applicable provisions of the executed contract.
    a. Additionally, the selected TPA vendor(s) must identify and proceed to correct, patch or replace any inoperative software within forty-eight (48) hours after the County reports a problem.
3. The selected TPA vendor(s) must provide the County with direct access to its RMIS for as many users as the County requires, for the term of the executed contract, including any renewals or extensions, plus an additional thirty (30) days after the executed contract expires or is terminated at no additional cost to the County.
    a. The County's Risk Management Department must have direct access to the RMIS electronic claims file and report writer, and have the ability to enter notes, diaries, attachments and review all notes in real time.
    b. The current estimated number of County users is ten (10).
4. The selected TPA vendor(s) RMIS must be capable of, though not limited to, performing or providing each of the following.
    a. Secure County data.
    b. Provide County's designated users with access to all such secured County data, via standard internet connection, 24 hours a day/7 days a week throughout the term of the executed contract.
    c. Direct claim reporting of new claims 24 hours a day/7 days a week.
    d. Collect and store all usual and necessary statistical claim information data for the County.
    e. Capture detailed information on: medical bills, other payments, the County, injured County worker, insured County worker history, WC Network service provider, diagnosis and treatment.
    f. Report the number of claims for a specific time period by injury date and by report date for each claimant.
    g. Accurately calculate the number of full and partial days of disability for each claim, accounting for all periods of intermittent changes in the claimant's work status; accounting for all periods of intermittent changes in the claimant's work status.
    h. Produce monthly reports to the County's Risk Management & Compliance Director (or their designee) on all injured County employees who, in addition to the claim filed in a particular month, have filed one or more prior claims with the County.
    i. Accurately reflect and report to the County's Risk Management & Compliance Director (or their designee), upon request, paid and incurred amounts of net subrogation recoveries associated with each claimant.
    j. Accurately capture and report to the County's Risk Management & Compliance Director (or their designee), upon request, the number of lost time claims reported during a specific period for medical only claims, reopened claims, and prior claims in connection with each claimant.
    k. Capture return to work dates and report such to the County's Risk Management & Compliance Director (or their designee), upon request, for each claimant.
    l. Capture and record, if and where applicable, the North American Industrial Classification System Codes for each claim file.
    m. Distinguish among the different types of payments made for cost containment services, and tracking same including, but not limited to, state fee schedule, utilization review results and clinical edit reductions, associated with all claims handled by the selected TPA vendor(s) on behalf of the County.

n. Track and digitally document/record all denials and disputes by the reason for the denial/dispute involving each claim file handled on behalf of the County, such as un-allowed condition, wage calculation, waiting period, and vocational rehabilitation;
o. Electronically make payment for indemnity and death benefits for each claim file handled on behalf of the County, programmed specific to Texas, and calculate the amount due to each claimant based upon wages earned and the type of allowance, offering accuracy, timeliness, edit and audit processing, approval review, and check production.
p. Track Benefit Review Conferences and Contested Case Hearings in connection with each claim file handled on behalf of the County through a diary system, which can be altered based upon the County's needs and the nature of the claim.
q. Track claims by the County's applicable location codes, and identified by each County department.

5. The selected TPA vendor(s) must enable the County to do *ad hoc* reporting from the TPA vendor(s) RMIS on any other information requested by the County's Risk Management Department.
6. The selected TPA vendor(s) must provide all of the County's designated users with RMIS training at no additional cost to the County.
    a. The first training session must be held within ten (10) days after the start of the executed contract and will occur at the County designated facility.
    b. Training must occur or at least be made available on a quarterly basis or more often as deemed necessary by the County's Risk Management Department.
    c. The length or duration of all such training sessions must be sufficient, as determined solely by the County's Risk Management & Compliance Director (or their designee) to ensure adequate knowledge for use of the RMIS.

Qualifications

Each prospective TPA vendor must:

1. Have demonstrated knowledge, experience and qualifications in managing and reducing WC and Liability related costs;
2. Have knowledgeable and experienced staff with all of the appropriate and applicable Texas certifications for handling, processing and managing such WC and Liability related claims, and;
3. Have a support system for timely and proper claims processing, with the control mechanisms in place to ensure both the proper treatment to and for every injured County worker, and proper and effective delivery of service from the Network provider;
4. Must demonstrate and provide exemplary reporting, tracking, and trending platforms, using high computer, digital and electronic technology to its fullest potential.

Terms

The selected TPA vendor(s) must comply with all applicable federal, state and local laws, rules, regulations, procedures and guidelines. The selected TPA vendor(s) must also have multi-line experience and in depth knowledge of the Texas Tort Claims Act and Texas Workers' Compensation Act.

The service contract(s) will be for an initial period of three (3) years with two (2) optional one (1) year renewals.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial three (3) year term shall remain firm/fixed. Written requests for price revisions after the first three year term shall be submitted in advance to the Jefferson County Risk Management and Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost

of services involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

All electronic data and hard copy data related to Workers' Compensation, Liability Claims and other required reported incidents is the property of the County. All reports, audits and payment processing prepared by the selected TPA vendor(s) are the property of the County.

Incorporate into the executed contract an indemnity provision to protect the County against errors or omission committed by the selected TPA vendor(s). The provision will also specify that the selected TPA vendor(s) agree to hold the County harmless and to indemnify and defend the County, as well as its elected officials, employees, contractors (other than selected TPA vendor(s)), consultants, and representatives from any loss, cost, expense, damage, judgment, fine, penalty or violation of any applicable law, rule or regulation which results from, is caused by or arises out of any claim(s) alleging an error o omission with respect to the services performed or deliverables provide by the selected TPA vendor(s), any of its service providers, contractors, consultants or any of their respective employees or sub-contractors.

Upon expiration or termination of the executed contract between the selected TPA vendor(s) and Jefferson County, the selected TPA vendor(s) must reasonably and timely cooperate with an newly selected TPA vendor(s) or WC Network Service Provider designated by the County in transferring of all electronic data, hard copy data, and any other County owned records in the selected TPA vendor(s) possession by any reasonable means possible (i.e. upload, download or migration of all County owned or managed Workers' Compensation, Liability Claims and other required incident related file information and data which were covered by the executed contract at no additional cost to the County.

Glossary

TPA – Third Party Administrator
County - Jefferson County
WC – Workers' Compensation
TDI-DWC – Texas Department of Insurance – Division of Workers' Compensation
SOC 1 – Systems and Organization Controls Report
SAS 70 – Security Audit Report from a CPA or Licensed Public Accounting Firm
SSAE – Statement on Standards for Attestation Engagements
MMSEA – Medicare, Medicaid, SCHIP Extension Act 2007
ODG – Official Disability Treatment Guidelines
PBM – Pharmacy Benefit Management
AL – Auto Liability
LEL – Law Enforcement Liability
PO – Public Officials
EPL – Employment Practices Liability
GL – General Liability
RMIS – Risk Management Information System
RME – Remediated/Referred Medical Exam

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Third Party Claims Administration for Workers, Compensation, Liability and other required reported incident claims.
2. Workers' Compensation Network Program establishment.
3. Cost containment

6.4 LAWS AND REGULATIONS

The Third Party Claims Administration Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 58 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 58 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 10%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 35%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 20%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

COST PROPOSAL FORM

Each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Name of Proposer:	
Signature:	
Title:	

1. Provide a not-to-exceed maximum, annual fee for any and all Workers' Compensation and Liability claims to be handled/managed by TPA Vendor under a proposed contract. County will entertain splitting Workers' Compensation from other coverages. Therefore, each respondent should separate pricing accordingly.
2. Specify whether fees include your firm preparing/performing/submitting all required Texas and federal filings.
3. Indicate the types of allocated claim-related expenses which are not included in your per claim cost.
4. Specify if claim takeover costs and data conversion fees are included in or are in addition to the flat annual fee option.
5. Advise specifically as to how and at what cost you would handle the County's clam "runoff" in the event of a discontinuance of your services and deliverables under a proposed contract with the County.
6. In addition to the costs listed above, complete the "Fee Schedule" on page 60.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

FEE SCHEDULE

Claims Administration

Workers' Compensation		
Description	**Fee per Claim**	**Flat Fee**
Incident	$	$
Medical Only	$	$
Indemnity	$	$

General Liability		
Description	**Fee per Claim**	**Flat Fee**
Incident	$	$
Property Damage	$	$
Bodily Injury	$	$

Automobile Liability		
Description	**Fee per Claim**	**Flat Fee**
Incident	$	$
Property Damage	$	$
Bodily Injury	$	$

Additional Claim Administration		
Description	**Fee per Claim**	**Flat Fee**
Employment Practices Liability	$	$
Auto Physical Damage	$	$
Administration Fee	$	$
Other	$	$

Flat Annual Fixed Fee Option

Yearly Rate During Initial 3 Year Term	$
Additional Yearly Renewals Rate	$

Additional Fees and Medical Cost Containment

Medical Cost Containment

Description	Fee per Claim	Flat Fee	Fee per Hour
Medical Bill Review	$	$	$
Pharmacy Bill Review	$	$	$
Hospital Bill Review	$	$	$
Medical Bill Reconsideration	$	$	$
Field Services/Investigation	$	$	$
Medical Case Management	$	$	$
Preauthorization	$	$	$
Peer Review	$	$	$
Impairment Rating Review	$	$	$
RME Coordination	$	$	$
Designated Doctor Analysis	$	$	$
	$	$	$

Take Over Claims Costs

Description	Fee per Claim	Flat Fee	Fee per Hour
Workers' Compensation	$	$	$
Liability	$	$	$
Data Conversion	$	$	$
Section 111 Reporting	$	$	$
RMIS System and Services	$	$	$
Online Computer Services	$	$	$
Administration Fee	$	$	$
Subrogation for Workers' Compensation	$	$	$
Subrogation for Property Damage	$	$	$

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

_____

By: _____
Title: _____
Date: _____

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFP Number & Name: RFP 22-055/MR Third Party Claims Administration, Cost Containment and/or Network Program Establishment

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

If Applicable: **HUB Vendor No**. _____ **DBE Vendor No**. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

Mailing Address (Please provide a <u>physical address for bid bond return</u>, *if applicable*):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Proposer: Please complete this form and include with proposal submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal 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 (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **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 *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **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.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your proposal.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB Subcontractor Disclosure
PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on PART I.

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFP Respondent" refers to a person who is not a resident.

(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
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
<u>Proposer</u>:
Please complete this form and include with proposal submission.

QED

Airport & Aviation Consultants

September 22 2022

Mr. Alex Rupp
Jack Brooks Regional Airport
4875 Parker Drive
Beaumont, Texas 77705

Via Electronic Mail
arupp@co.jefferson.tx.us

Re: Independent Fee Estimate
Taxiway A Reconstruction Construction Administration and Close-Out Services

Dear Mr. Rupp:

QED is pleased to submit this proposal to prepare independent fee estimate for the subject engineering professional services as detailed in the scope of services prepared by your consultant, Garver.

Our independent fee estimate will be based on the scope of services as prepared by your consultant. We will prepare a spreadsheet that identifies the hours required by classification of personnel and an allowance for expenses as presented in the scope of services. Hourly rates that we typically apply when budgeting our projects will be used to develop the lump sum fee. Project expenses will also consider relevant travel expenses based on the location of the consultant. The spreadsheet and accompanying narrative will constitute the deliverables for our services and be provided electronically.

During the course of our analyses, it may be necessary to clarify or otherwise discuss the intent of a specific project activity. These discussions will be accommodated via telephone conferences; no travel to the Airport site or other locations is provided for in the preparation of the independent fee estimates. We anticipate providing our deliverables within 10 business days from your notice to proceed. In the event that additional discussions and/or revisions are required after submittal of our independent fee estimate, these will be performed pursuant to the terms of a new agreement.

Our proposal for the independent fee estimate is a lump sum amount of $6,970. We will invoice for our services upon presentation of each deliverable and payment in full is due within 10 calendar days of receipt. If the above is acceptable, please have a duly authorized official sign below and return a copy of this letter agreement to us, or alternatively, please provide a purchase order in accordance with your standard contracting procedures. Should you require further information or materials, please let us know.

1267 Marian Drive
Amelia Island, Florida 32034 U.S.A.

Telephone / Facsimile 904-310-6220
E-mail: QED**ron@aol.com**

We appreciate this opportunity to continue to be of assistance and look forward to your favorable reply.

Sincerely,

Ronald F. Price, P.E.
Principal

RFP/pss

Read and Accepted: _____
Printed Name: JEFF R. BRANICK, JEFFERSON COUNTY JUDGE
Date: September 27, 2022

ATTEST _____
DATE 9-27-2022

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

QED

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
356231	6/10/2022	1 of 2

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Jefferson County, TX
Jeff Ross
1149 Pearl Street
Beaumont TX 77701
United States

Ship To
Jefferson County, TX
Jeff Ross
1149 Pearl Street
Beaumont TX 77701
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1673LG	Jefferson County, TX		USD	Net 30	9/30/2022

	Description	Units	Rate	Extended
Contract No. Q-100359				
1	Modifications - Annual Maintenance Fee	16	$100.00	$1,600.00
	Maintenance: Start:10/1/2022, End: 9/30/2023			
2	NaviLine Document Management Services - Annual Maintenance Fee	1	$1,576.70	$1,576.70
	Maintenanoe: Start:10/1/2022, End: 9/30/2023			
3	NaviLine Fixed Assets-Annual Maintenance Fee-NSP - Annual Maintenance Fee	1	$5,172.78	$5,172.78
	Maintenance: Start:10/1/2022, End: 9/30/2023			
4	NaviLine Cash Receipts-Annual Maintenance Fee-NSP - Annual Maintenance Fee	1	$5,452.38	$5,452.38
	Maintenance: Start:10/1/2022, End: 9/30/2023			
5	NaviLine Payroll/Personnel-Annual Maintenance Fee-NSP - Annual Maintenance Fee	1	$16,854.31	$16,854.31
	Maintenance: Start:10/1/2022, End: 9/30/2023			
6	NaviLine Purchasing/Inventory-Annual Maintenance Fee-NSP - Annual Maintenance Fee	1	$11,782.48	$11,782.48
	Maintenance: Start:10/1/2022, End: 9/30/2023			
7	NaviLine GMBA w/Extended Reporting - Annual Maintenance Fee	1	$21,452.32	$21,452.32
	Maintenance: Start:10/1/2022, End: 9/30/2023			
8	NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee	1	$0.00	$0.00
	Maintenance: Start:10/1/2022, End: 9/30/2023			

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No (1 of 1)	Date	Page
356231	6/10/2022	2 of 2

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Jefferson County, TX
Jeff Ross
1149 Pearl Street
Beaumont TX 77701
United States

Ship To
Jefferson County, TX
Jeff Ross
1149 Pearl Street
Beaumont TX 77701
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1673LG	Jefferson County, TX		USD	Net 30	9/30/2022

	Description	Units	Rate	Extended
9	Distribution Services - Annual Maintenance Fee	1	$0.00	$0.00
	Maintenance: Start:10/1/2022, End: 9/30/2023			
10	Technical Services - TS - Annual Maintenance Fee	1	$0.00	$0.00
	Maintenance: Start:10/1/2022, End: 9/30/2023			

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$63,890.97
Tax	$0.00
Invoice Total	$63,890.97
Payments Applied	$0.00
Balance Due	**$63,890.97**

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Jefferson County, Texas, with offices at 1049 Pearl, Beaumont, TX 77701 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 22, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Milestone Billing Schedule set forth in Exhibit A of the Agreement is hereby replaced in its entirety with the Revised Milestone Billing Schedule attached hereto as Exhibit 1.

2. The following professional services are hereby added to the Agreement as of the Amendment Effective Date:

PROFESSIONAL SERVICES (fixed cost)	HOURS	RATE/HR.	AMOUNT
Project Management	448	$185	$82,880
Implementation	448	$165	$73,920
Conversion	448	$165	$73,920
		TOTAL SERVICES	$230,720

Fees for such services shall be invoiced in accordance with the Revised Milestone Billing Schedule set forth in Exhibit 1.

3. The Go-Live date is hereby extended from October 3, 2022 to March 6, 2023.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: Sherry Clark (Sep 16, 2022 12:35 CDT)

Name: Sherry Clark

Title: Group General Counsel

Date: Sep 16, 2022

Jefferson County, TX

By:

Name: Jeff Branick

Title: County Judge

Date: 09/27/2022

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST

DATE 9-27-2022

Exhibit 1
Revised Milestone Billing Schedule

Stage	Deliverable ID	Deliverable		Current Deliverables	Additional Deliverables	Due Date
Initiation	1.1.1	Project Management Plan	$	64,404.00		4/30/2020
	1.1.2	Project Operational Plans	$	60,111.00		4/30/2020
	1.2.1	Business Process Review Report	$	47,230.00		4/30/2020
	1.3.1	Infrastructure Design Document	$	42,936.00		4/30/2020
Project Management	1.1.3.1 - 1.1.3.16	Project Status Reports	$	186,057.00		Varies
	1.1.3.17	Project Status Reports (October 2022)			$ 11,628.00	10/31/2022
	1.1.3.18	Project Status Reports (November 2022)			$ 11,628.00	11/30/2022
	1.1.3.19	Project Status Reports (December 2022)			$ 11,628.00	12/30/2022
	1.1.3.20	Project Status Reports (January 2023)			$ 11,628.00	1/31/2023
	1.1.3.21	Project Status Reports (February 2023)			$ 11,628.00	2/28/2023
Infrastructure	2.1.1	Certification of Infrastructure Environment	$	14,312.00		7/15/2022
Configuration	2.2.1	Configuration Plan	$	53,670.00		4/30/2020
	2.2.2	Case Manager Configuration Workshop Complete	$	75,138.00		9/30/2021
	2.2.2A	Attorney Manager Configuration Complete	$	57,248.00		10/15/2021
	2.2.2B	Tyler Corrections Configuration Complete	$	57,248.00		12/31/2021
	2.2.3	Security Workshop Complete	$	42,936.00		11/5/2021
	2.2.4	Forms Workshop Completed	$	35,780.00		2/11/2022
	2.2.5	Configuration Tracking Workbook	$	35,780.00		9/30/2022
Enterprise Custom	2.3	Enterprise Custom Reporting Training Complete	$	3,960.00		1/31/2022
	2.3.1	ECR Development by Tyler Complete	$	12,540.00		6/30/2022
Integrations Development	2.4.4	Interface Consulting Complete	$	66,000.00		9/30/2022
	2.4.5	API Toolkit Training Complete	$	3,600.00		6/30/2021
Data Conversion	3.1.1	Load of Legacy Data into Staging Database - Odyssey	$	68,698.00		4/30/2020
	3.1.2	Completion of Initial Data Mapping - Odyssey	$	85,872.00		6/30/2021
	3.1.3	First Data Conversion Push	$	103,047.00		6/30/2021
	3.1.4	Final Non-Production Conversion Push	$	85,872.00		7/31/2022
	3.1.5	Data Review/Issue Resolution Push 6			$ 48,145.00	10/31/2022
	3.1.6	Data Review/Issue Resolution Push 7			$ 48,145.00	11/30/2022
Solution Validation	4.1.0	Solution Validation 2			$ 68,145.00	1/31/2023
	4.1.1	Solution Validation Report	$	42,936.00		2/28/2023
Training	4.3.1	Training Plans and Materials	$	17,174.00		8/5/2022
	4.3.1.1	Revised Training Schedule			$ 8,145.00	12/30/2022
	4.3.2	End User Training Delivered	$	68,698.00		2/28/2023
Go Live	4.2.1	Go-Live Transition Plan	$	55,101.00		2/28/2023
	4.4.1	Go-Live Push to Production - Enterprise Justice	$	62,973.00		3/31/2023
	4.4.2	Go-Live Status Reports	$	39,358.00		3/31/2023
Support Transition	4.5.1	Support Transition Meeting Completed	$	14,312.00		3/31/2023
SoftCode Deliverables	SC1	SoftCode Site Visit	$	13,284.00		3/31/2022
	SC2	Installation of Software	$	10,440.00		8/15/2022
	SC3	Delivery of Training Database	$	41,762.00		7/1/2022
	SC4	SoftCode Completion of Training	$	39,854.00		9/30/2022
	SC5	SoftCode Commencement of Operational Use	$	10,440.00		10/3/2022
Project Close	5.1.1	Project Closeout Report	$	14,314.00		4/1/2023
		Totals		$1,633,085.00	$230,720.00	
		Grand Total			$1,863,805.00	

Jefferson County TX Amend 091422

Final Audit Report 2022-09-16

Created:	2022-09-16
By:	Rachel Mehlsak (rachel.mehlsak@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQVfs0sf9cP-v3nLTJMiDCV6p-0XvdkiZ

"Jefferson County TX Amend 091422" History

Document created by Rachel Mehlsak (rachel.mehlsak@tylertech.com)
2022-09-16 - 5:05:56 PM GMT

Document emailed to sherry.clark@tylertech.com for signature
2022-09-16 - 5:06:34 PM GMT

Email viewed by sherry.clark@tylertech.com
2022-09-16 - 5:35:46 PM GMT

Signer sherry.clark@tylertech.com entered name at signing as Sherry Clark
2022-09-16 - 5:35:56 PM GMT

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2022-09-16 - 5:35:58 PM GMT - Time Source: server

Agreement completed.
2022-09-16 - 5:35:58 PM GMT

CONTRACT RENEWAL FOR IFB 18-051/YS
TERM CONTRACT FOR MORGUE TRANSPORT SERVICE FOR JEFFERSON COUNTY

The County entered into a contract with Proctor's Mortuary for one (1) year, from November 29, 2018 to November 28, 2019, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 25, 2022 to November 24, 2023.

ATTEST:

9-27-2022

Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Proctor's Mortuary

(Name)

Current Pricing

Awarded: November 19, 2018
Effective: November 29, 2018
IFB 18-051/YS
Term Contract for Morgue Transport Service for Jefferson County

Renewal 1: 11/28/2019 – 11/27/2020 **updated 11/26/2021**
Renewal 2: 11/27/2020 – 11/26/2021
Renewal 3: 11/26/2021 – 11/25/2022

	Rate Per Trip to Transport Decedents
Initial Contract Year (2018-2019)	$225.00
Renewal Year 1 (2019-2020)	$225.00
Renewal Year 2 (2020-2021)	$275.00
Renewal Year 3 (2021-2022)	$275.00
Renewal Year 4 (2022-2023)	$275.00

Proctor's Mortuary
3522 Washington Boulevard
Beaumont TX 77705
attn: Lashon Proctor
ph: 409-840-2022 or 409-842-5775
fx: 409-840-4530
proctorsmortuary@aol.com

Jefferson County
District Clerk's Office
1085 Pearl Street
Room 203
Beaumont, TX 77701
409-835-8580
Fax 409-835-8527

Family Law Division
409-835-8653

Child Support
P. O. Box 3586
Beaumont, TX 77704
409-835-8425

Jamie Smith
District Clerk

Dear Fran,

I am requesting to transfer $1,800.00 from account 120-2031-414-30-78 (office supplies) to account 120-2031-414-60-02 (Capital) for the cost of iPads for Passports.

Respectfully,

Jamie Smith

Jamie Smith
Jefferson County District Clerk

Product List

Associate: Shaunlavier H.
Origin Store: , #

Apple - 11-Inch iPad Pro (Latest Model) with Wi-Fi - 128GB - Space Gray
SKU: 4265400

$799.99

Apple - 11-Inch iPad Pro (Latest Model) with Wi-Fi - 128GB - Space Gray
SKU: 4265400

$799.99

Estimated Taxes	$132.00
Estimated Total	**$1731.98**

Disclaimer

This List reflects current store pricing and product availability, both of which are subject to change. Products may not be physically available at all stores, but may still be available for purchase. Rainchecks are not available. If you purchase any item from your list, or if it becomes unavailable, Best Buy may remove the item from your List. Bundle discount pricing reflected on this List can't be used to receive a price match.

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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 attorney fees:

120-1015-413-5029	Attorney Fees	$10,000	
120-1015-413-1002	Assistants & Clerks		$10,000

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 Shauberger
Chief of Corrections
jshauberger@co.jefferson.tx.us

TO: Fran Lee
Jefferson County Auditing Department

FROM: Chief John Shauberger
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2022

DATE: September 20, 2022

Please transfer $70,000.00 from budget account 120-3062-423.60-07 (Automobiles & Trucks) to account 120-3062-423.30-33 (Food). Thank You.

Chief John Shauberger

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending August 31, 2022

Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. - 7TH FLOOR
BEAUMONT, TEXAS 77701

September 15, 2022

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Vernon Pierce
Commissioner Darrell Bush
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of August 31, 2022 together with the results of operations of the budget for the eleventh period then ended.

Revenue:

Total budgeted revenue collected for the month ending August 31, 2022 is $135,047,348. Budgeted Revenues are $135,814,134 leaving $766,786 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $92,198,350 for the eleven months of the year. This amount represents 99.59% of the budgeted amount of $92,577,815.

Sales Taxes:

Ninety-six percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $29,580,000.

Licenses & Permits:

Ninety-four percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $403,000 for the year.

Intergovernmental:

Revenue from Intergovernmental Revenue exceeded the budgeted amount of $1,166,084 by $151,639.

Fees:

Revenue from Fees exceeded the budgeted amount of $10,342,535 by $399,681.

Fines and Forfeitures:

Seventy-three percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,575,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of $142,700 by $558,119.

Other Revenues:

Revenue from Other Revenues has exceeded the budgeted amount of $27,000 by $1,389.

Expenditures:

Overall for the County's budgeted funds, eighty-six percent of the expenditures have been spent.

Expenditures are budgeted to be $150,021,482, which includes General Funds and debt service funds, excluding budgeted transfers of $2,749,881 for the fiscal year ending September 30, 2022.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING AUGUST 31, 2022
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending August 31, 2022

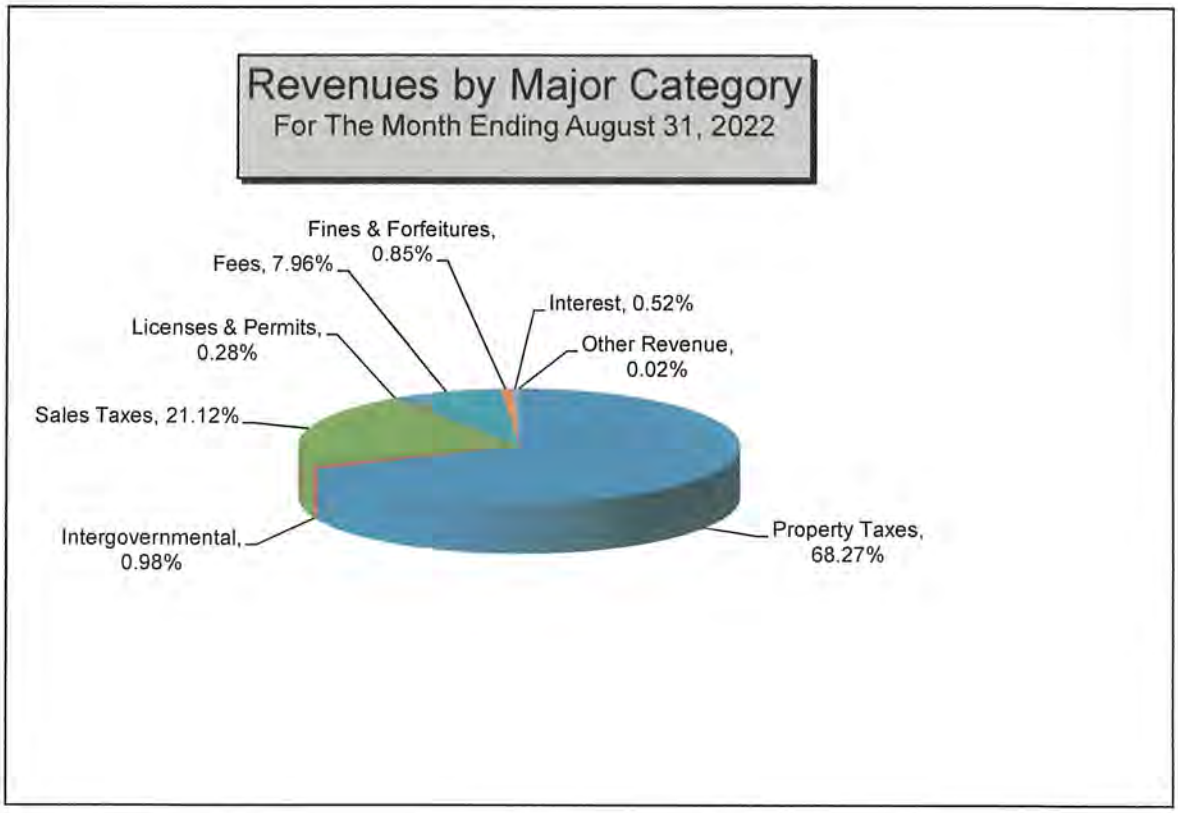
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 73,148,403	66,467,282	8,665,470	439,243	456,969	302,805	$ 149,480,172
Receivables & Prepaids	5,027,537	1,221	-	316,075	86,951	-	5,431,784
Intergovernmental Receivables	(154,802)	7,561	-	-	-	-	(147,241)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	730,312	16,842	32,729	-	96,755	-	876,638
Other Assets	-	-	-	-	75,580,451	-	75,580,451
Total Assets	$ 78,901,450	$ 66,492,906	$ 8,698,199	$ 755,318	$ 76,221,126	$ 302,805	$ 231,371,804
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 6,067,682	735,314	-	-	1,332,259	3,383,113	$ 11,518,368
Intergovernmental Payables	360	-	-	-	12	-	372
Other Liabilities	4,191,419	627,659	-	298,599	887,744	-	6,005,421
Fund Balance/Equity	68,641,989	65,129,933	8,698,199	456,719	74,001,111	(3,080,308)	213,847,643
Total Liabilities and Fund Balance/Equity	$ 78,901,450	$ 66,492,906	$ 8,698,199	$ 755,318	$ 76,221,126	$ 302,805	$ 231,371,804

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending August 31, 2022

	7/31/2022	Month Ending August 31, 2022				8/31/2022
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 445,578	$ 7,761	$ 52,588	$ -	$ -	$ 400,751
Road & Bridge Pct. 1	5,091,266	62,563	140,406	-	-	5,013,423
Road & Bridge Pct. 2	1,260,796	61,734	137,648	-	-	1,184,882
Road & Bridge Pct. 3	441,797	61,734	190,632	-	-	312,899
Road & Bridge Pct. 4	3,529,863	68,876	179,901	-	-	3,418,838
Engineering Fund	393,387	4,060	86,287	-	-	311,160
Parks & Recreation	82,185	6,964	18,428	-	-	70,721
General Fund	56,615,111	5,856,516	8,817,806	(941)	-	53,652,880
Mosquito Control Fund	1,602,647	6,271	351,025	-	-	1,257,893
Tobacco Settlement Fund	3,012,812	5,730	-	-	-	3,018,542
Total General Funds	72,475,442	6,142,209	9,974,721	(941)	-	68,641,989
Total Special Revenue Funds	66,092,815	1,715,548	2,679,371	941	-	65,129,933
Total Capital Project Funds	8,771,985	16,466	90,252	-	-	8,698,199
Total Debt Service Funds	436,510	20,209	-	-	-	456,719
Total Enterprise Funds	74,678,218	71,743	748,850	-	-	74,001,111
Total Internal Service Funds	(2,613,975)	1,851,713	2,318,046	-	-	(3,080,308)
Total Balances	$ 219,840,995	$ 9,817,888	$ 15,811,240	$ -	$ -	$ 213,847,643

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending August 31, 2022

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 92,198,350	$ 92,577,815	$ 379,465	0.41%
Sales Taxes	28,527,770	29,580,000	1,052,230	3.56%
Licenses & Permits	380,140	403,000	22,860	5.67%
Intergovernmental	1,317,723	1,166,084	(151,639)	-13.00%
Fees	10,742,216	10,342,535	(399,681)	-3.86%
Fines & Forfeitures	1,151,941	1,575,000	423,059	26.86%
Interest	700,819	142,700	(558,119)	-391.11%
Other Revenue	28,389	27,000	(1,389)	-5.14%
	$ 135,047,348	$ 135,814,134	$ 766,786	0.56%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending August 31, 2022

	October 2021 -December	January	February	March	April	May	June	July	August	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund												
Current Taxes	$ 45,703	$ 103,859	$ 39,098	$ 1,774	$ 2,552	$ 1,185	$ 872	$ 398	$ 333	$ 195,774	$ 197,734	$ 1,960
Delinquent Taxes	991	347	243	132	509	626	248	342	404	3,842	2,878	(964)
Jury Fees	14,648	4,195	4,665	4,546	5,775	5,241	4,791	6,132	6,933	56,926	60,000	3,074
Other Revenue	29,240	68	-	68	19,278	-	36,040	205	91	84,990	100,300	15,310
Road & Bridge Pct. 1												
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	748,155	755,638	7,483
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	10,876	8,148	(2,728)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035	41,242	464,401	500,000	35,599
Sales, Rentals & Services	-	-	-	400	437	-	-	400	829	2,066	-	(2,066)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599	18,076	154,661	225,000	70,339
Road & Bridge Pct. 2												
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	748,155	755,638	7,483
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	10,876	8,148	(2,728)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035	41,242	464,401	500,000	35,599
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599	18,076	154,661	225,000	70,339
Road & Bridge Pct. 3												
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	748,155	755,638	7,483
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	10,876	8,148	(2,728)
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035	41,242	464,401	500,000	35,599
Sales, Rentals & Services	-	-	318	-	-	-	-	-	-	318	-	(318)
Fines and Forfeitures	27,869	9,858	12,582	14,361	20,750	16,369	17,197	17,599	18,076	154,661	225,000	70,339
Road & Bridge Pct. 4												
Current Taxes	174,655	396,896	149,414	6,780	9,753	4,528	3,334	1,522	1,273	748,155	755,638	7,483
Delinquent Taxes	2,805	983	687	373	1,443	1,773	702	967	1,143	10,876	8,148	(2,728)
Intergovernmental Revenue	-	-	-	-	-	-	-	3,790	5,814	9,604	8,000	(1,604)
Auto Registration Fees	-	78,606	-	-	-	534,472	-	-	-	613,078	575,000	(38,078)
Road & Bridge Fees	117,910	35,511	38,695	56,516	41,440	40,876	53,176	39,035	41,242	464,401	500,000	35,599
Sales, Rentals & Services	203,544	661	(99,268)	-	116,401	2,825	(151,065)	2,174	1,330	76,602	-	(76,602)
Fines and Forfeitures	27,866	9,858	12,581	14,361	20,749	16,368	17,196	17,598	18,074	154,651	225,000	70,349
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

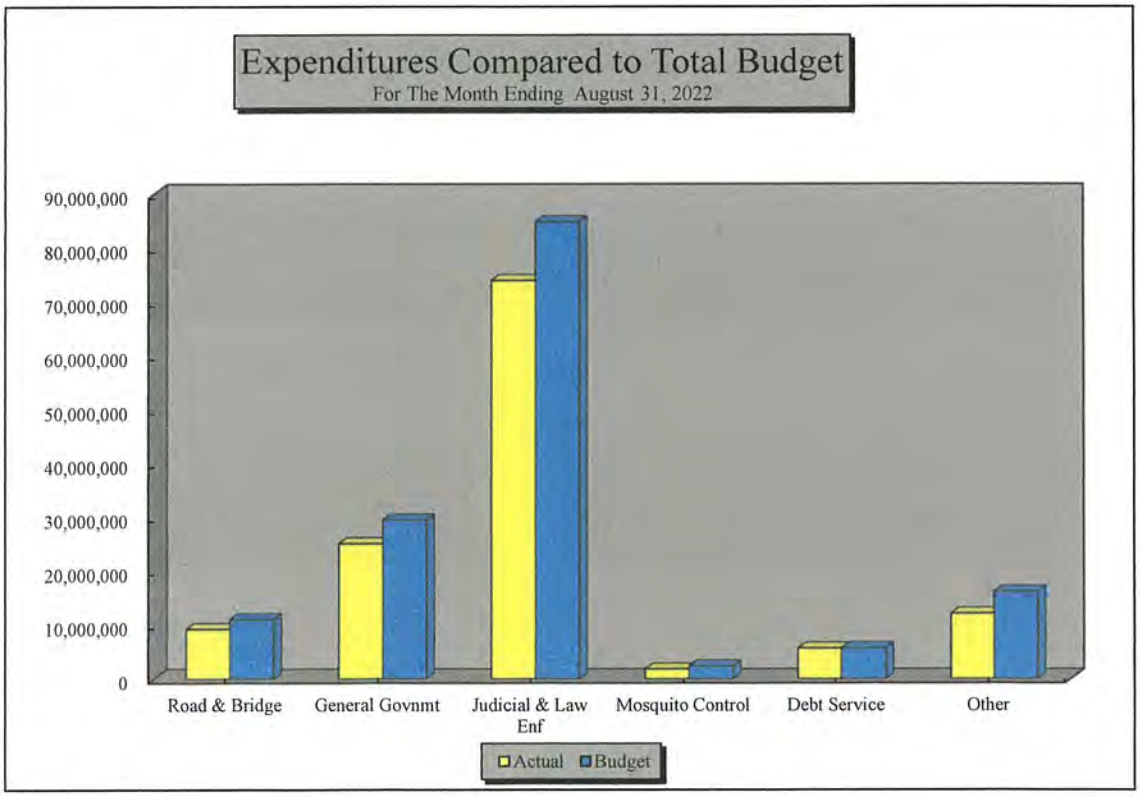
Statement of Revenues - Compared With Budget Allocation

For The Month Ending August 31, 2022

	October 2021 -December	January	February	March	April	May	June	July	August	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund												
Current Taxes	$ 267,589	$ 608,083	$ 228,916	$ 10,387	$ 14,944	$ 6,937	$ 5,108	$ 2,332	$ 1,950	$ 1,146,246	$ 1,157,711	$ 11,465
Delinquent Taxes	3,954	1,385	968	526	2,033	2,499	989	1,364	1,610	15,328	11,484	(3,844)
Licenses and Permits	750	-	2,000	-	293	800	1,640	338	-	5,821	3,000	(2,821)
Sales, Rentals & Services	-	-	-	-	500	200	-	-	500	1,200	1,000	(200)
Parks & Recreation												
Current Taxes	9,087	20,651	7,774	353	507	236	173	79	67	38,927	39,316	389
Delinquent Taxes	43	15	10	6	22	27	11	15	17	166	124	(42)
Sales, Rentals & Services	17,338	4,388	3,494	4,780	7,123	5,892	6,125	8,253	6,880	64,273	80,060	15,787
General Fund												
Current Taxes	18,464,131	41,958,861	15,795,641	716,718	1,031,133	478,671	352,460	160,936	130,195	79,088,746	79,883,216	794,470
Delinquent Taxes	297,177	104,092	72,757	39,557	152,834	187,839	74,329	102,471	121,041	1,152,097	863,189	(288,908)
Sales Taxes	2,931,490	3,035,025	2,880,398	3,186,792	2,909,282	3,493,233	2,878,402	3,284,611	3,928,537	28,527,770	29,580,000	1,052,230
Other Taxes	-	-	-	-	-	8,614	19,775	-	-	28,389	27,000	(1,389)
Licenses and Permits	69,396	36,663	38,533	38,400	45,100	38,074	36,828	41,190	30,135	374,319	400,000	25,681
Intergovernmental Revenue	252,734	29,432	39,065	112,865	406,553	140,371	82,099	32,933	127,077	1,223,129	1,057,784	(165,345)
Fees of Office	906,841	306,649	332,541	312,029	345,497	382,259	321,936	336,402	874,134	4,118,288	3,573,610	(544,678)
Other Sales, Rentals & Svcs.	887,859	(14,082)	(136,719)	199,766	243,971	185,616	539,294	(154,936)	361,858	2,112,627	2,327,865	215,238
Fines & Forfeitures	80,372	53,758	54,295	47,947	81,462	61,224	60,292	40,258	53,699	533,307	675,000	141,693
Interest	40,076	13,802	34,152	32,688	31,515	57,852	83,902	147,280	229,840	671,107	130,000	(541,107)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund												
Current Taxes	413,508	939,677	353,746	16,051	23,092	10,720	7,893	3,604	3,013	1,771,304	1,789,022	17,718
Delinquent Taxes	7,997	2,801	1,958	1,065	4,113	5,055	2,000	2,758	3,258	31,005	23,229	(7,776)
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund												
Interest	1,503	328	778	784	805	1,540	1,912	3,555	5,730	16,935	4,800	(12,135)
Debt Service												
Current Taxes	1,314,051	2,986,123	1,124,142	51,007	73,383	34,065	25,083	11,454	9,576	5,628,884	5,488,265	(140,619)
Delinquent Taxes	23,287	8,130	5,563	2,923	11,804	14,766	5,864	7,770	9,800	89,907	66,503	(23,404)
Interest	480	453	1,367	1,393	1,453	2,804	3,500	494	833	12,777	7,900	(4,877)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-
Total	$ 27,576,742	$ 52,292,780	$ 21,591,946	$ 5,095,077	$ 5,825,914	$ 7,521,242	$ 4,698,136	$ 4,283,093	$ 6,162,418	$ 135,047,348	$ 135,814,134	$ 766,786

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 92% of Budget Expended
For The Month Ending August 31, 2022

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 372,729	$ 517,274	$ 144,545	27.94%
Road & Bridge Funds	8,155,454	9,620,948	1,465,494	15.23%
Engineering Fund	1,011,658	1,299,471	287,813	22.15%
Parks & Recreation Fund	152,850	212,644	59,794	28.12%
General Fund:				
General Government	25,267,773	29,639,359	4,371,586	14.75%
Judicial	18,591,015	21,624,363	3,033,348	14.03%
Law Enforcement	54,985,824	62,706,689	7,720,865	12.31%
Education	332,772	459,866	127,094	27.64%
Health & Welfare	6,304,231	9,287,178	2,982,947	32.12%
Maintenance	3,596,389	4,478,498	882,109	19.70%
Other	1,756,702	1,866,772	110,070	5.90%
Mosquito Control Fund	1,842,587	2,397,570	554,983	23.15%
Tobacco Settlement	200,000	200,000	-	-
Debt Service Funds	5,709,400	5,710,850	1,450	0.03%
	$ 128,279,384	$ 150,021,482	$ 21,742,098	14.49%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending August 31, 2022

	October 2021 December	January	February	March	April	May	June	July	August	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 106,368	$ 17,895	$ 17,619	$ 45,053	$ 47,346	$ 17,832	$ 48,786	$ 17,804	$ 52,588	$ 1,438	$ 372,729	$ 517,274	$ 144,545
Road & Brdg Pct. 1	481,308	100,845	110,366	323,412	146,436	117,714	270,212	128,963	140,406	250,121	2,069,783	2,430,829	361,046
Road & Brdg Pct. 2	391,805	116,333	165,732	118,890	303,225	141,072	199,800	138,279	137,648	164,797	1,877,581	2,251,072	373,491
Road & Brdg Pct. 3	491,853	124,290	137,120	128,785	209,484	258,193	192,600	148,026	190,632	286,810	2,167,793	2,410,656	242,863
Road & Brdg Pct. 4	729,381	137,229	(963)	138,142	301,746	142,480	71,338	178,725	179,901	162,318	2,040,297	2,528,391	488,094
Engineering	300,017	79,141	78,015	80,895	116,051	80,896	78,262	78,667	86,287	33,427	1,011,658	1,299,471	287,813
Parks & Recreation	24,251	7,155	18,955	21,274	15,130	10,297	8,939	13,825	18,428	14,596	152,850	212,644	59,794
Tax Assessor/Coll.	1,111,564	298,105	318,277	308,570	447,619	303,082	305,145	293,432	296,890	3,565	3,686,249	4,537,630	851,381
Human Resources	125,429	37,223	37,164	39,705	54,796	37,720	36,139	39,928	38,445	647	447,196	510,303	63,107
County Auditor	480,258	123,538	124,756	121,977	185,461	130,094	123,878	122,870	117,428	1,230	1,531,490	1,715,715	184,225
County Clerk	577,213	110,516	207,757	160,557	236,210	160,682	158,572	157,866	158,867	3,359	1,931,599	2,539,787	608,188
County Judge	255,433	70,551	73,125	81,037	112,062	79,183	71,337	83,559	72,033	815	899,135	1,030,545	131,410
Risk Management	79,443	23,148	21,256	14,683	20,886	22,743	21,756	21,927	22,742	48	248,632	295,239	46,607
County Treasurer	110,924	31,824	33,173	32,652	47,992	33,374	32,552	33,479	32,780	1,541	390,291	431,176	40,885
Printing Department	29,530	10,166	9,308	13,232	13,537	9,146	17,396	9,960	11,448	11,053	134,776	161,128	26,352
Purchasing Department	158,196	46,815	46,049	49,241	67,988	48,705	49,859	48,979	53,467	9,763	579,062	639,478	60,416
General Services	3,547,264	941,124	1,682,891	755,695	900,850	841,414	908,864	1,036,372	705,330	85,758	11,405,562	13,285,955	1,880,393
MIS	1,302,020	164,339	170,798	242,338	267,127	161,611	160,301	193,955	191,036	97,404	2,950,929	3,215,839	264,910
Voter's Registration	67,912	8,026	20,083	11,764	6,910	8,181	7,826	7,599	8,146	516	146,963	206,119	59,156
Elections	280,711	34,678	53,446	195,664	32,723	123,040	137,695	45,309	2,777	9,846	915,889	1,070,445	154,556
District Attorney	1,982,663	573,244	580,180	561,594	844,691	581,906	576,043	577,009	567,815	4,864	6,850,009	7,784,691	934,682
District Clerk	572,178	167,946	171,406	170,291	254,700	172,580	169,917	159,341	169,385	9,732	2,017,476	2,259,985	242,509
Criminal Dist. Court	327,143	112,567	133,496	113,005	135,812	110,250	133,918	113,486	157,144	422	1,337,243	1,613,696	276,453
58th Dist. Court	82,544	23,908	23,962	24,386	35,732	24,477	24,249	25,065	25,151	402	289,876	334,885	45,009
60th Dist. Court	89,011	25,986	25,971	25,687	38,285	25,809	26,922	25,885	25,949	-	309,505	352,759	43,254
136th Dist. Court	89,491	25,960	25,765	25,743	38,115	26,062	25,788	25,684	26,606	292	309,506	350,653	41,147
172nd Dist. Court	84,607	28,160	24,558	24,549	36,690	24,496	26,392	24,494	24,926	355	299,227	339,758	40,531
252nd Dist. Court	245,807	73,965	107,572	85,634	118,047	107,557	87,152	104,834	95,142	338	1,026,048	1,198,108	172,060
279th Dist. Court	118,256	33,663	42,102	31,250	55,566	48,841	40,983	38,731	47,134	81	456,607	530,477	73,870
317th Dist. Court	185,829	56,906	76,747	60,178	93,717	62,878	59,730	63,108	58,977	878	718,948	853,261	134,313
J.P. Pct. 1 Pl 1	100,778	28,983	29,352	30,480	46,500	32,756	31,670	32,058	32,474	619	365,670	441,548	75,878
J.P. Pct. 1 Pl 2	113,420	33,459	33,421	33,586	48,787	33,550	33,416	34,663	35,210	579	400,091	441,829	41,738
J.P. Pct. 2	79,878	22,933	23,391	23,340	33,931	23,327	23,239	22,902	24,674	37	277,652	390,871	113,219
J.P. Pct. 4	107,898	31,225	32,118	31,539	46,797	30,124	31,854	28,771	30,124	362	370,812	433,137	62,325
J.P. Pct. 6	104,829	29,600	27,826	28,678	44,177	29,707	30,005	29,968	31,863	437	357,090	431,432	74,342
J.P. Pct. 7	102,450	30,035	29,589	29,777	44,052	34,606	29,810	29,775	29,976	268	360,338	426,782	66,444
J.P. Pct. 8	101,059	29,545	28,140	27,637	41,408	30,124	30,249	29,442	31,529	34	349,167	419,914	70,747
Cnty. Court at Law 1	143,961	42,436	42,708	43,373	53,204	34,102	42,119	41,097	41,635	89	484,724	564,082	79,358
Cnty. Court at Law 2	149,602	40,931	61,474	52,051	76,946	50,767	44,385	39,640	40,338	849	556,983	729,176	172,193
Cnty. Court at Law 3	229,360	59,892	69,622	65,424	93,740	67,005	66,190	63,588	72,172	661	787,654	880,727	93,073
Court Master	119,867	34,453	37,214	33,570	45,624	38,353	33,979	36,635	40,226	-	419,921	558,123	138,202

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending August 31, 2022

	October 2021 December	January	February	March	April	May	June	July	August	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 62,682	$ 25,874	$ 21,914	$ 20,802	$ 29,354	$ 19,392	$ 20,329	$ 21,204	$ 23,992	$ 925	$ 246,468	$ 288,469	$ 42,001
Comm. Supervision	1,560	124	6,572	520	520	3,554	520	1,360	940	-	15,670	19,408	3,738
Sheriff's Dept.	4,027,015	1,160,639	1,155,181	1,150,250	1,951,999	1,145,867	1,161,335	1,158,998	1,169,607	69,716	14,150,607	16,225,126	2,074,519
Crime Lab	405,609	93,600	105,963	106,361	148,542	107,565	106,905	109,576	131,296	18,382	1,333,799	1,693,414	359,615
Jail	8,363,570	2,563,996	3,105,200	3,017,788	3,276,100	2,541,407	2,151,277	3,842,021	2,550,456	538,803	31,950,618	35,586,488	3,635,870
Juvenile Probation	378,171	111,263	113,304	111,190	156,123	104,575	103,938	111,306	115,304	3,268	1,308,442	1,784,885	476,443
Juvenile Detention	505,494	160,662	159,215	168,908	220,372	163,036	164,445	175,706	181,318	56,201	1,955,357	2,457,441	502,084
Constable Pct. 1	213,294	62,099	65,051	63,260	84,396	59,746	66,029	58,860	58,904	2,286	733,925	869,982	136,057
Constable Pct. 2	125,619	36,335	36,895	35,825	53,411	108,870	46,244	41,165	37,622	255	522,241	618,066	95,825
Constable Pct. 4	129,699	36,625	37,662	37,067	56,481	39,489	38,874	42,409	40,038	370	458,714	526,675	67,961
Constable Pct. 6	146,983	43,346	44,169	44,221	64,270	45,770	52,425	43,214	41,442	2,967	528,807	629,803	100,996
Constable Pct. 7	137,492	40,564	40,710	40,467	60,937	41,960	42,058	41,209	41,393	1,064	487,854	542,432	54,578
Constable Pct. 8	134,150	39,495	39,714	39,114	57,826	44,579	39,273	36,516	69,356	3,693	503,716	577,969	74,253
County Morgue	110,525	111,909	228,331	13,544	223,586	126,625	100,234	108,945	12,375	-	1,036,074	1,175,000	138,926
Agriculture Ext.	92,750	30,275	30,364	26,512	39,606	27,766	28,266	27,899	27,384	1,950	332,772	459,866	127,094
Public Health # 1	307,748	83,383	146,132	100,955	141,108	83,175	88,940	91,186	114,629	4,543	1,161,799	1,527,160	365,361
Public Health # 2	315,119	94,837	100,163	90,343	123,180	81,369	80,698	85,907	94,950	2,559	1,069,125	1,419,100	349,975
Nurse Practitioner	86,218	25,753	25,778	26,728	38,545	26,987	26,274	27,313	25,688	14,216	323,500	365,532	42,032
Child Welfare	20,673	11,427	9,827	6,542	2,366	4,050	526	8,995	10,323	-	74,729	120,000	45,271
Env. Control	96,162	23,630	23,809	24,825	37,120	26,290	25,580	28,667	29,883	508	316,474	461,574	145,100
Ind. Medical Svcs.	291,051	113,853	1,901,367	107,454	130,323	138,115	109,026	105,901	119,094	132,128	3,148,312	5,134,880	1,986,568
Emergency Mgmt.	60,322	19,185	17,580	17,431	26,004	17,465	17,431	17,435	17,439	-	210,292	258,932	48,640
Beaumont Maintenance	464,450	178,405	245,565	188,788	226,726	289,001	178,455	183,143	282,508	323,269	2,560,310	3,239,779	679,469
Port Arthur Maint.	170,583	56,323	61,662	58,369	78,940	70,489	76,890	62,964	134,827	40,011	811,058	978,485	167,427
Mid-County Maint.	49,343	18,877	20,302	19,926	24,672	18,447	22,460	17,637	20,536	12,821	225,021	260,234	35,213
Service Center	273,937	93,660	138,999	122,105	128,721	170,236	158,809	141,919	120,864	100,880	1,450,130	1,518,607	68,477
Veteran Service	86,159	25,488	28,217	25,663	37,632	26,008	25,694	25,887	25,799	25	306,572	348,165	41,593
Mosquito Control	349,447	90,106	259,772	89,091	141,619	126,933	105,565	169,427	351,025	159,602	1,842,587	2,397,570	554,983
Tobacco Settlement	200,000	-	-	-	-	-	-	-	-	-	200,000	200,000	-
Debt Service Funds	-	598,350	-	-	500	-	-	5,110,550	-	-	5,709,400	5,710,850	1,450
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	$ 33,387,336	$ 9,938,821	$ 13,120,959	$ 10,159,387	$ 13,321,079	$ 9,975,502	$ 9,507,767	$ 16,243,019	$ 9,974,721	$ 2,650,793	$ 128,279,384	$ 150,021,482	$ 21,742,098

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending August 31, 2022

Issue	Beginning Amount Outstanding	2021-2022 Requirements				2021-2022 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	$ 16,925,000	$ 3,965,000	$ 670,450	$ 2,500	$ 4,637,950	$ 3,965,000	$ 670,450	$ 1,900	$ 4,637,350	$ 12,960,000
2019 Certificates of Obligation	14,370,000	550,000	520,400	2,500	1,072,900	550,000	520,400	1,650	1,072,050	13,820,000
	$ 31,295,000	$ 4,515,000	$ 1,190,850	$ 5,000	$ 5,710,850	$ 4,515,000	$ 1,190,850	$ 3,550	$ 5,709,400	$ 26,780,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending August 31, 2022

Fund		Transfers In		Transfers Out	
120	General Fund	-		1,330,055	(a)
120	General Fund	-		387,800	(b)
241	Sheriff Department Grants	5,087	(b)	-	
245	Crime Victim's Clearing	196,851	(b)	-	
257	Auto Theft Grant	24,377	(b)	-	
282	VAWA Fund	69,040	(b)	-	
550	SETEC Fund	1,330,055	(a)	-	
865	Marine Division	-		124,605	(b)
876	Sheriff-Spindletop Grant	92,445	(b)	-	
884	2020 Port Security Grant	108,165	(b)	-	
885	2021 Port Security Grant	16,440	(b)	-	
		$1,842,460		$1,842,460	

(a) Budgeted Transfer
(b) Grant Match

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

CONTRACT FOR COUNTY HEALTH AUTHORITY

This County Health Authority Agreement ("Agreement"), dated as September 27, 2021 ("Effective Date"), is entered into by and between Jefferson County, Texas ("County") and Ezea Ede, M.D, a Texas licensed physician ("Physician").

WHEREAS, it is in the best interests of the citizens of Jefferson County to contract for medical services to help ensure that medical services for the indigent are available and .

WHEREAS, Dr. Ezea Ede is a duly licensed physician and is fully qualified to provide such services.

RECITALS

1. Jefferson County, Texas is a Texas governmental entity,

2. Physician is licensed to practice medicine in the State of Texas, and

3. Physician is willing to contract with County, on the terms, covenants and conditions hereinafter set forth agree as follows:

EMPLOYMENT, TERM, LICENSE TO PRACTICE AND SERVICE REQUIREMENTS

4. **Term**: This contract shall be effective on the 1th day of October, 2022, and shall continue until the 30th day of September, 2023 ("Initial Term") and shall automatically renew for additional 1 (one) year terms, unless terminated as provided by this Agreement. The Initial Term and any additional terms together shall constitute the Term of this Agreement.

5. **License to Practice:** Physician possesses and shall maintain a valid and unrestricted license to practice medicine in the State of Texas and shall act at all times during the term of this Agreement in accordance with all applicable state and federal statutes and regulations.

DUTIES OF PHYSICIAN

6. **Duties**: During the Term of this Agreement, Physician shall devote substantially all of his full professional time and efforts to and for the benefit of Jefferson County unless otherwise provided herein. Physician shall render professional medical care and treatment consistent with Physician's licensing and medical specialty, to indigent patients at the Jefferson County Public Health offices. Physician acknowledges and understands that so long as Physician is contracted with Jefferson County under this Agreement, Physician shall do all the following:

(a) Perform all duties which are necessary to implement and enforce any law to protect the public health and all duties as may be prescribed by the Texas Board of Health.

(b) Keep and maintain (or cause to be kept and maintained) in a timely fashion accurate and appropriate medical records in connection with all professional medical services rendered by Physician under this Agreement and timely prepare and attend to, in connection with such services, all reports, claims, and correspondence necessary and appropriate in the circumstances;

(c) Establish, maintain and enforce quarantine within Jefferson County when necessary;

(d) Assist and aid the Texas Board of Health in all matters of local quarantine, inspection, disease prevention and suppression, birth and death statistics and general sanitation withinJefferson County;

(e) Prescribe to the Texas Board of Health, in such a manner and form and at such times as it shall prescribe, the presence of contagious, infectious, and dangerous epidemic diseases within Jefferson County;

(f) Report to the Texas Board of Health on all matters as may be proper for it to direct;

(g) Aiding the Texas Board of Health at all times in the enforcement of all sanitation laws, quarantine regulations, and vital statistics collections in Jefferson County;

(h) Where it does not interfere with the quality of indigent health care, provide medical services to the employees of Jefferson County;

(i) Physician shall comply with the ethics of the medical professional and all federal, state, and municipal laws, ordinances, and regulations relating to or regulating the practice of medicine and any subspecialty thereof which Physician is practicing under this Agreement;

(j) Physician shall participate in professional activities and seminars consistent with the maintenance and improvement of Physician's professional skills.

(k) Physician shall be courteous and respectful of the rights and dignity of patients with which Physician shall come into contact and shall work cooperatively and with other physicians and administrative staff.

(l) Participate in development of written protocols for delivery of wellness and minor care services to county employees by a nurse or other qualified health care professional. Said health care professional be an employee of the Commissioners' Court for organizational purposes, but will work under the medical supervision of health authority. Health authority shall be available during business hours (8a.m.-5p.m.), as permitted by his other duties, for telephone for consultation and, when referred according to established protocols, to evaluate, examine, treat and/or refer employees.

(m) Administer the Indigent Health Care and Treatment Act to provide primary non-obstetric health care to qualified citizens of Jefferson County that are within 125% of the poverty level.

In addition to the above duties the doctor shall perform the following:

- Establish and provide Primary Care to eligible County Residents
- Establish criteria and supervise the daily Juvenile probation health physicals program
- Initiate and oversee the Restaurant Inspection Program
- Develop local and regional health care networks with local and regional health departments, to improve public health in the county
- Provide urgent care to county and courtesy patients
- Provide medical assessment of patients on the "Basic Needs Program"
- Make assessment of current and future public health issues and needs
- Supervise immunization services
- Provide ongoing development of admission criteria, and quality assurance monitoring of local C.H.I.C. patients
- Perform other duties that may be mandated and funded by the Commissioners' Court

7. **Independent Contractor:** Physician is an independent contractor and not an employee of Jefferson County. Physician shall be responsible for the direction, control and supervision of all medical staff and non-medical staff of the Jefferson County Public Health offices.

8. **No Right to Contract for Jefferson County:** As an independent contractor, Physician has no authority to enter into any contract binding Jefferson County or to create an obligation on behalf of Jefferson County. Any agreements or contracts for the benefit of the Jefferson County Public Health Office must go to the County Judge's Office of Jefferson County.

9. **Medical Decisions:** Physician's decisions regarding the diagnosis and treatment of patients are solely the province of Physician, and all such decisions shall be the responsibility of Physician to be rendered in accordance with the standards of medical practice in the community.

10. **Case Records and Histories:** All case records, case histories, x-ray films, or personal and regular files concerning patients consulted, interviewed, examined, treated, or cared for by Physician during Physician's term under this Agreement shall belong to and remain the property of Jefferson County.

COMPENSATION

11. **Compensation:** County agrees to pay, and Physician agrees to accept the amount of $150,763.68 annual compensation for his services. Compensation is payable in semi-monthly payments of $6,281.82. Physician shall also be paid $7,500 per year automobile allowance, payable monthly at the rate of $625 and $900 per year cellular phone allowance, payable monthly at the rate of $75. Physician, at Physician's own expense, shall furnish Physician's transportation to the extent required for Physician to perform the services and obligations required of Physician pursuant to this Agreement and shall keep any vehicle used for such purpose properly insured.

12. **Malpractice Insurance:** Jefferson County agrees to provide medical malpractice liability insurance coverage for Physician while he is providing services for Jefferson County; this insurance shall be in the amount of $200,000 per occurrence with a $600,000 annual aggregate. County will pay approved expenses for medical workshops and conventions for Physician which are approved by the Jefferson County Commissioners' Court. County reserves the right to alter the amounts of liability coverage at its discretion.

TERMINATION

13. Either party may terminate this agreement upon the giving of 30 days written notice. Notice is sufficient if mailed by certified mail, return receipt requested, to:

County: County Judge Jeff Branick
1149 Pearl Street
Jefferson County Courthouse
Beaumont, Texas 77701

Doctor: Ezea Ede, M.D.
7550 Cora Creek Drive
Beaumont, Texas 77707

14. In addition, this contract may be terminated immediately if any of the following conditions exist or occur:

(a) The suspension, limitation, revocation, or cancellation of Physician's license to

practice medicine in the State of Texas.

(b) County's inability to procure professional liability coverage for Physician.

(c) The conviction of Physician of a felony or misdemeanor involving drugs or moral turpitude.

(d) Death of Physician.

15. **For Cause Termination by County:** This Agreement may be terminated for cause by County upon the occurrence of any of the following events which remains uncured for a period of ten (10) days following notice to Physician:

(a) Physician's failure or refusal to perform faithfully and diligently the duties required under this Agreement or to comply with the provisions of this Agreement;

(b) Physician's failure or refusal to substantially comply with community standards of care and/or state regulations;

(c) Physician's engaging in conduct amounting to fraud, dishonesty, gross negligence, willful misconduct, or conduct that is unprofessional or unethical;

(d) In the event that failure to terminate Physician's contract would be inconsistent with, or detrimental to, appropriate patient care;

(e) Physician commits a breach of any obligation under this Agreement, provided Physician has not remedied the violation to the reasonable satisfaction of County or provided a plan to remedy such violation, within fifteen (15) days of receipt of written notice of the violation from County, which notice shall state with reasonable particularity the alleged violation;

(f) Impairment caused by habitual drunkenness or drug addiction;

(g) Failure or refusal of Physician to provide County with information reasonably requested by County for County to evaluate whether Physician is in violation of this Agreement or has committed any act or omission which might constitute cause for termination.

16. **For Cause Termination by Physician:** This Agreement may be terminated for cause by Physician upon the occurrence of any of the following events:

(a) Failure of County to pay to Physician any undisputed amount of compensation.

(b) County's termination of the position of County Health Authority.

MISCELLANEOUS

17. This agreement constitutes the entire understanding between the parties and no other agreements, understandings, representations or warranties other than those specifically set out in this agreement shall be binding on any of the parties hereto. All parties acknowledge that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party, that are not embodied in this agreement.

18. The parties mutually acknowledge and understand that the services of Physician herein contracted for are professional services, the delivery of which are subject to the exercise of reasonable medical judgment, both as to the manner and time of performance. County shall have no right to demand performance at any unreasonable specific time.

19. Nothing in this agreement shall be construed or deemed to create the existence of an employer/employee relationship. Physician shall at all times be an independent contractor to the county and county shall have no duty or right to control the manner of performance of any obligation imposed upon doctor by this agreement.

20. **Governing Law: THIS AGREEMENT SHALL BE INTERPRETED, CONSTRUED, AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EXCLUSIVE VENUE FOR ANY ACTIONS ARISING UNDER THIS AGREEMENT SHALL BE IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, TEXAS.**

21. **Authority to Contract:** Each Party represents and warrants that such Party is authorized to enter this Agreement and to be bound by its terms.

22. **Modification:** This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement, and such written modification(s) shall be attached to this Agreement.

23. **Assignment:** This Agreement shall not be assigned by Physician.

24. **No Third Party Rights:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any persons other than the Parties and their respective and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, or to give any third persons any right of subrogation or action against any Party.

25. **Dispute Resolution:** In the event of any dispute between the Parties arising out of or relating to this Agreement, or the alleged breach thereof, the Parties shall promptly meet in a good faith effort to resolve the dispute. If the dispute is not resolved within 30 days after the first meeting on that topic, each Party shall be free to pursue and exercise any and all legal rights and remedies available to them. The Parties shall be free to submit any unresolved dispute to any form of alternative dispute resolution they deem appropriate or, absent such agreement, the dispute shall be submitted to the state courts located in Jefferson County, Texas, which forum, the Parties specifically agree, is a proper and convenient forum. The Parties further agree to submit to the jurisdiction of the state located in Jefferson County, Texas, and waive the right to challenge personal jurisdiction and/or subject matter jurisdiction in said courts. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT THIS AGREEMENT.

26. **Entire Agreement: THIS AGREEMENT CONSTITUTES THE SOLE AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY PRIOR WRITTEN OR ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THEM CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT.**

27. **Physician Representation:** Physician represents and warrants that, to the best of his knowledge, Physician is not currently a party to any lawsuits or investigations involving Physician's practice of medicine. Physician further represents and warrants that, to the best of his knowledge, Physician knows of no facts that would reasonably cause him to believe that such an action or investigation would be initiated. Physician shall promptly notify Jefferson County of any pending or threatened malpractice claim or demand for payment made against Physician, or incident which is likely to give rise thereto, and provide such related information as to such claim, demand, or incident. Furthermore, Physician shall promptly notify Jefferson County of any action or investigation taken by any licensure board to restrict or revoke Physician's license to practice medicine.

Executed on this_____day of _____,2022.

Ezea Ede, M.D.

Jefferson County, Texas
by Jeff Branick.
County Judge

2023 Jefferson County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Jefferson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Jefferson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this 20 day of September, 2022.

Jeff R. Branick
County Judge

Attest:
County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

COUNTY OF JEFFERSON

STATE OF TEXAS

IN THE COMMISSIONERS COURT

OF JEFFERSON COUNTY, TEXAS

ORDER

On this 20th day of September, 2022, came on to be considered, the setting of the tax rate of Jefferson County, and the Court further finding that at least four members of the Commissioners' Court are now present, as required by law.

It is ORDERED, upon motion made by Darrell Bush, Commissioner of Precinct No. 2, seconded by Michael "Shane" Sinegal, Commissioner of Precinct No.3 that the tax rate for 2022/2023 shall be:

(1) the debt service tax rate is hereby set at $.019916 per one hundred dollars valuation for the County's 2022-23 debt service requirements; (2) the maintenance and operations tax rate is hereby set at $.343268 per one hundred dollars valuation; (3) to maintain the residence homestead exemptions of 20% or $5,000 and $40,000 for over 65.

THIS RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEARS'S TAX RATE.

THE TAX WILL EFFECTIVELY BE RAISED BY 3.08 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $2.58

ORDERED and signed this 20th day of September, 2022.

JUDGE JEFF BRANICK
COUNTY JUDGE

COMMISSIONER VERNON PIERCE
PRECINCT NO. 1

COMMISSIONER MICHAEL SINEGAL
PRECINCT NO. 3

COMMISSIONER DARRELL BUSH
PRECINCT NO. 2

COMMISSIONER EVERETTE "BO" ALFRED
PRECINCT NO. 4

JEFFERSON COUNTY, TEXAS

ANNUAL BUDGET
FISCAL YEAR 2022-2023

JEFF BRANICK
COUNTY JUDGE

VERNON PIERCE
COMMISSIONER, PCT. 1

DARRELL BUSH
COMMISSIONER, PCT. 2

MICHAEL "SHANE" SINEGAL
COMMISSIONER, PCT. 3

EVERETTE "BO" ALFRED
COMMISSIONER, PCT. 4

PATRICK SWAIN
COUNTY AUDITOR

JEFFERSON COUNTY, TEXAS
ANNUAL BUDGET

This budget will raise more revenue from property taxes than last year's budget by an amount of $7,645,445, which is an 8.44% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $1,728,268.

The members of the governing body voted on the budget as follows:

FOR: Jeff Branick, Vernon Pierce, Darrell Bush, Michael "Shane" Sinegal, Everette "Bo" Alfred

AGAINST: none

PRESENT and not voting: none

ABSENT: none

Property Tax Rate Comparison

	2022-2023	2021-2022
Property Tax Rate:	$0.363184/100	$0.363184/100
No-New Revenue Tax Rate:	$0.338172/100	$0.363184/100
No-New Revenue Maintenance & Operations Tax	$0.333011/100	$0.342710/100
Voter-Approval Tax Rate:	$0.476872/100	$0.468596/100
Debt Rate:	$0.019916/100	$0.022498/100

Total debt obligation for Jefferson County secured by property taxes is $26,780,000.

FISCAL YEAR 2022-2023

HISTORY OF JEFFERSON COUNTY, TEXAS

Jefferson County Courthouse

Jefferson County is a 937 square mile County situated in the Coastal Plain or Gulf Prairie region of extreme southeastern Texas. The County is comprised of mainly grassy plains, though it has a dense forest belt, marshy saltgrass terrain, and coastal prairie within its boundaries. The area is low and flat with altitudes rising from sea level to approximately 50 feet above. The County has a subtropical humid climate with a mean annual temperature of 69 degrees and averages fifty-three inches of annual rainfall. The average growing season is 225 days a year. Several incorporated towns make up the County including: Beaumont, Bevil Oaks, China, Groves, Nederland, Nome, Port Arthur, Port Neches, and Taylor Landing.

Jefferson County was formed in 1836 and organized in 1837. It was one of the original counties in the Republic of Texas. The first County seat was Jefferson (named after Thomas Jefferson) on the east bank of Cow Bayou and was replaced by Beaumont in 1838. The first Jefferson County courthouse was built in 1854 and later became a Confederate hospital during the Civil War. The second courthouse was a 3-story building, built in 1893. It was the County's seat of justice until demolished to make room for the current building. The courthouse as it stands today was built in 1931 for $1,000,000. Since the building of the original courthouse in 1931, there have been

several extensions. The "New Courthouse" was built in the 1980's, and is attached to the original structure. The County also has a sub-courthouse located in Port Arthur. Other County Buildings and Annexes that house the operations and offices of the government are located at optimal points within the County.

The area that is Jefferson County has been claimed by several different nations. The first inhabitants were the Atakapa Indians, which settled in the Lower Neches and Sabine rivers. The French and Spanish disputed ownership of the area during the eighteenth century, and when the United States acquired Louisiana, the area was under Spanish control as part of the Atascosito District. Anglo settlement began in the area around 1821 with encouragement by the Mexican government. With the formation of the Texas Republic in 1836, residents of the newly formed County sought to increase settlement.

Jefferson County was changed drastically by the discovery of oil at Spindletop in 1901. Almost overnight, the area became a booming economic base for oil exploration and refining. Jefferson County's economy to this day is still rooted in the oil industry. Currently the economy of the County is based primarily on petroleum refining; the production and processing of petrochemicals and other chemicals; the fabrication of steel and steel products; shipping activity; the manufacture of wood, pulp, food and feed products; agriculture; and health care services. The County continues to diversify its economic base.

Jefferson County is the location of one of the fastest-growing industrial areas of Texas. The County endeavors to offer its citizens everything they seek in the way of employment, entertainment, cultural activities, and educational facilities. Jefferson County not only seeks to increase economic development in the area, but also seeks to provide its residents with an enriching community life.

SOURCES:

"JEFFERSON COUNTY." *The Handbook of Texas Online.* <http://www.tsha.utexas.edu/handbook/online/articles/view/JJ/hcj5.html> [Accessed Thu Sep 7 8:52:03 US/Central 2000].

"A History of Jefferson County, Texas From Wilderness To Reconstruction." W. T. Block, A Master of Arts Thesis at Lamar University. =http://block.dynip.com/wtblockjr/History%20of%20Jefferson%20County/Introduction.htm [Accessed Thu Sep 7 8:52:03 US/Central 2000].

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BUDGET SUMMARY

September 20, 2022

Honorable Commissioners' Court:

Jeff Branick, County Judge
Vernon Pierce, Commissioner, Precinct No. 1
Darrell Bush, Commissioner, Precinct No. 2
Michael "Shane" Sinegal, Commissioner, Precinct No. 3
Everette "Bo" Alfred, Commissioner, Precinct No. 4

The Commissioners' Court of Jefferson County, Texas was committed to adopting a budget for fiscal year 2022-2023, which would not require an increase in the County's overall property tax rate. We are proud to present a budget for the general fund that has increased by 5.7% from the 2021-2022 fiscal year adjusted budget, and maintains the same property tax rate. Therefore, in compliance with Section 111.033, Local Government Code, budget recommendations for fiscal year 2022-2023 are submitted for your consideration and approval.

This budget is prepared on the basis of $28,613,947,685 of net taxable value, after exemptions, which is an increase of 9.4% over the previous year's net taxable value. The County's tax rate is $.363184 per $100 of assessed value, 7.4% above the No-new revenue tax rate. Net tax collections are estimated at 99% of the total levy.

The County's $.363184 tax rate is allocated as follows:

General Fund	.343268
Debt Service	.019916

The fiscal year 2022-2023 budget provides for planned expenditures, net of contingency appropriations, for all operating funds totaling $169,571,024. Contingencies in the amount of $900,000 in the General Fund have also been appropriated. Such contingent appropriations are under the control of the Commissioners' Court and shall be distributed by that Court.

The Capital Projects for fiscal year 2022-2023, adopted independently of the operating budget, provides for planned expenditures of $4,280,442.

Annual budgets are adopted for all funds except for enterprise funds, internal service funds, capital project funds, and certain special revenue funds where funds are designated for a specific purpose as identified in the grant award document, which adopts grant year or project length financial plans.

It is my opinion that the provisions of revenues and expenditures in this budget are adequate and that funds will be on hand to pay the obligations as set forth. All funds are expected to have sufficient resources to operate within the budgets as proposed. It is intended that each County department will operate within its total budget allocation.

Sincerely,

Patrick Swain
County Auditor

BUDGET INITIATIVES, MAJOR GOALS AND ISSUES

The 2022-2023 budget year was a great challenge for the Commissioners' Court of Jefferson County. Commissioners' Court developed the current General Fund budget of $155,496,215. In addition, Commissioners' Court was able to maintain the same property tax rate of .363184 cents per $100 of taxable valuation, which is 7.4% above the No-new revenue tax rate. This property tax rate will enable Jefferson County to continue to provide services to its citizens and promote an atmosphere conducive to economic development within the County.

Budget initiatives for the current operating year include:

Provide a 5% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees. The increase in cost is approximately $4.2 million including fringe benefits.

Commissioners' Court will utilize previously transferred funds and available grant funding to complete outstanding capital projects.

Maintain capital expenditures for durable goods to replace needed equipment to necessary levels.

On an on-going basis, County officials review and identify key issues facing the County and determine goals and objectives for the current operating year and the future. For the present and future years, the following represent the Commissioners' Court's list of major goals and issues:

* Economic Development
* Transportation Infrastructure
* Coastal Protection
* Organizational Development & Improvement

Economic Development - *Enhance the economic development climate in the County for future growth by focusing on workforce training and education, by exploiting our industrial and transportation infrastructure to attract and retain business and industry and utilizing existing legislation to incentivize the attraction of businesses that bring diversification to the economic base.*

Local Industry – Jefferson County is the largest crude & LNG exporter in the U.S. Several large projects are in construction, permitting, and development for the area and the County continues to work with other taxing entities to create a business environment conducive to this growth. These include such notables as Lucite, Air Products, Vitol, Golden Pass Products, OCI, Exxon Mobil, Phillips 66, Sempra Energy, Coastal Caverns,

Energy Transfer Partners, and others that cannot be disclosed at present because of confidentiality agreements. Of late, numerous "green" energy projects have begun design and construction activities in the county and numerous large agricultural landowners have begun to enter into agreements for land use for solar, wind, and carbon sequestration projects.

Petrochemical expansions at the Motiva, Exxon Mobil, Total, and Valero facilities located in Jefferson County represent approximately $22 billion in project improvements. In addition, hundreds of millions of dollars are being spent on terminal and pipeline facilities to support these projects. Recent rail terminal facility expansions and new construction has significantly increased the transportation of Canadian tar sands oil and bitumen to our area for processing by area refineries. In total, announced expansion projects in our county exceed $65 billion.

Cheniere, one of two companies with Liquefied Natural Gas Terminals on the border of the Texas/Louisiana Coast, is in the latter stages of construction of a $10 billion liquefaction facility. Golden Pass LNG opened their terminal in mid 2011. With their opening, our ship channel is now home to over 50% of the nation's LNG capacity. Golden Pass LNG has received a permit allowing it to build a $10 billion gas liquefaction export facility in Jefferson County. Golden Pass LNG has made a final investment decision and is in the middle of construction. Sempra Energy has also begun permitting a multi-billion-dollar liquefaction facility to be built on 3,000 acres of land they currently own in Jefferson County and has entered into agreements for purchase of their LNG with foreign countries. Final investment decision is expected in 2023.

The County continues to work with industry leaders, the Texas Workforce Commission, Lamar Institute of Technology, Lamar University, Lamar State College, and non-profit groups to supply a workforce able to handle the growing labor needs of the County. This is critical given the interest of the international community in locating facilities in our county.

Hotel/Motel Tax – The County collects a 2% hotel occupancy tax from Jefferson County hotels. This tax enables the County to enhance tourism in the area by funding a variety of events and projects. The County funds the operational cost of the Ben J. Rogers Regional Visitors' Center with revenue from the Hotel/Motel Tax.

Airport Development – The County continues to collaborate with American Airlines to provide direct flights to the Dallas area to enhance the Airport's operations and link Jefferson County to worldwide destinations. Airport facility renovations are continual as part of the Airport's master plan approved and funded by the FAA. The County has entered into several land lease contracts for economic development of the frontage road property in front of the Airport and construction of several projects are in process.

Transportation Infrastructure – *Provide adequate funding for County infrastructure.*

Sabine-Neches Waterway - The County has participated in a study by the U.S. Army Corps of Engineers into the feasibility of deepening the Sabine-Neches waterway. This will allow ports in Southeast Texas, the third largest in the nation, to accommodate newer deep draft vessels and thus remain competitive with other ports on the Gulf Coast. A few years ago, the U.S. Army Corps of Engineers issued their "Chief's Report" which paves the way for federal funding of this project. The U.S. House and Senate recently passed legislation, which was signed by the President authorizing the construction of the waterway improvements at a cost in excess of $1 billion. Congressional appropriations have been approved for engineering and design of the project and construction dollars have been appropriated and construction began in July 2020. The first "useable increment" of the deepened ship channel was completed in the fall of 2020. Work is ongoing and is anticipated to last six years. The waterway is expected to add 650 ships a year to current numbers with industrial construction currently in progress.

Coastal Protection – *Provide protection of the County's natural resources.*

Protection measures – Hurricane Ike destroyed the beach dune system along the 20 miles of Jefferson County coastline. As a result, the 138,000 acres of marsh in Jefferson County are being continually assaulted by normal saltwater tidal changes, which will destroy the marshes' regenerative growth. This marsh area is critical economically, environmentally, and recreationally, and acts as a significant buffer against hurricane related tidal surges. Jefferson County has collaborated with the U.S. Fish & Wildlife service, the Texas General Land office, Texas Commission on Environmental Quality, and Texas Parks & Wildlife department to address dune restoration issues. Jefferson County is currently working with State and Federal officials to leverage BP Oil Spill funding for coastal restoration projects. Thus far, state and federal resources in excess of $200 million are currently being employed to address the issue and both state and federal officials are committed to further funding. Construction has begun on restoration projects and restoration of the beach dune system has begun and is anticipated to be completed in the second quarter of 2023. Other projects associated with coastal restoration and protection, including saltwater barriers and siphons that restore freshwater inflows, have recently been completed utilizing BP Oil Spill settlement proceeds, North American Wetlands Conservation Act funds, and other funding.

Organizational Development & Improvement - *Improve services to our citizens through development of employees within the County.*

Services – The County also intends to continue examining our business processes and use of technology to ensure that citizen's needs are addressed in the most efficient and cost-effective manner possible. We are currently updating all document and records handling software programs to improve the efficiency of all departments.

Strategic Planning and Performance Measures – The County continues with development of a strategic plan for enhanced long term budget planning, including long range capital projects planning and help to a model of performance measures to assist with the budget process.

BUDGET HIGHLIGHTS

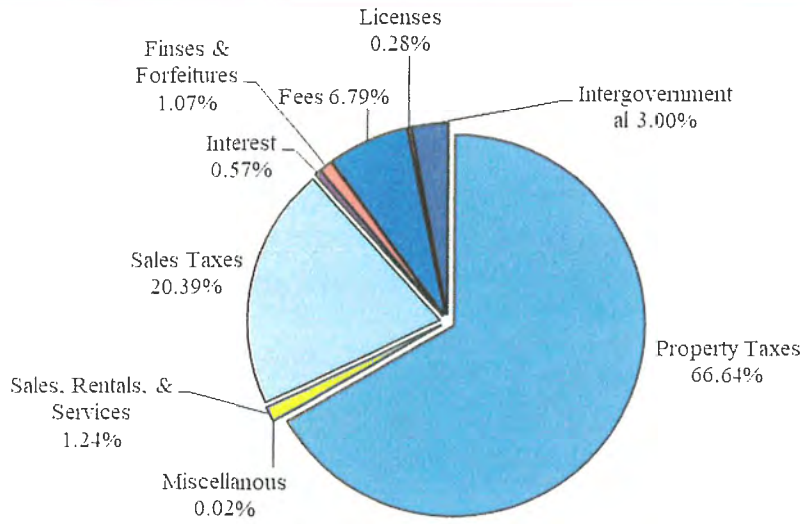
REVENUES

Jefferson County's budgeted revenues for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other sources):

Revenues by Source - All Funds Summary

	Approved 2021-2022	Approved 2022-2023	Percentage Change
Property Taxes	$ 92,577,815	$ 101,866,087	10.03%
Sales Taxes	31,055,000	31,175,000	0.39%
Fees	9,981,775	10,375,818	3.95%
Licenses	403,000	434,000	7.69%
Sales, Rentals, & Services	1,976,515	1,901,700	-3.79%
Intergovernmental	4,960,927	4,586,736	-7.54%
Fines & Forfeitures	1,705,000	1,630,000	-4.40%
Interest	164,764	865,896	425.54%
Miscellaneous	27,000	30,000	11.11%
Contributions	3,960	4,000	1.01%

Revenues by Source - All Funds Summary
Fiscal Year 2022-2023



Property taxes are expected to increase by about $9.3 million for 2022-2023. This amount is based on a net taxable value of $28,613,947,685 and an adopted tax rate of $.363184. The County is anticipating a 99% collection rate for this budget year. This increase is mainly due to increase in valuations for residential and commercial properties. Industrial values continue to be a challenge in association with the uniform and equal provision of the Texas Constitution. The County is hopeful that legislation will be passed to help bridge the gap between market values and appraised values for these commercial and industrial properties. Overall, net taxable values are relativity flat from values from six years ago as a result.

Sales taxes collections are budgeted at $31,175,000. The County collects ½-cent on all taxable sales within the County. The ½-cent sales tax was adopted in 1989. In addition, the County collects sales tax on alcoholic beverages. The County collects a 2% hotel occupancy tax from area hotels. This tax is used to fund the Ben J. Rogers Regional Visitors' Center as well as tourism grants. Voters adopted a 1-cent sales tax in November 2018 for a special assistance district.

Taxes typically make up about 87% of all revenues for the County. Please refer to page 23 for a ten-year historical account of Tax Revenues by Source.

Fees represent the third largest source of revenue for the County. Fees are anticipated to increase by 3.95% because of return of more normal activity. Fees include all departmental fees. Fees depend on the provisions of state law, and are usually mandatory, but occasionally are optional with the approval of Commissioners' Court. Revenues from this source depend on collections by departments, the actions of courts, incidence of offenses, and various other external factors. The County uses historical trends of actual revenue collections to estimate for the current year with making adjustments for any changes in the fee schedules.

Road and Bridge Fees are generated from a $10 annual assessment at the time of license tag renewal. The Road and Bridge precincts utilize these funds for road construction and maintenance of roads as stipulated by the Texas statutes.

Auto registration fees represent the County's portion of the annual renewal fees for State auto registration. Based upon Chapter 152 of the State Tax Code this fee provides funding for construction, maintenance, bridge construction, purchases of right-of-way, and for relocation of utilities.

Other revenues are made up of licenses, sales, intergovernmental revenue, fines and forfeitures, interest, and other miscellaneous items. The County uses historical trends of

actual revenue collections to estimate for the current year while making adjustments for any changes in circumstances or rates such as interest rates.

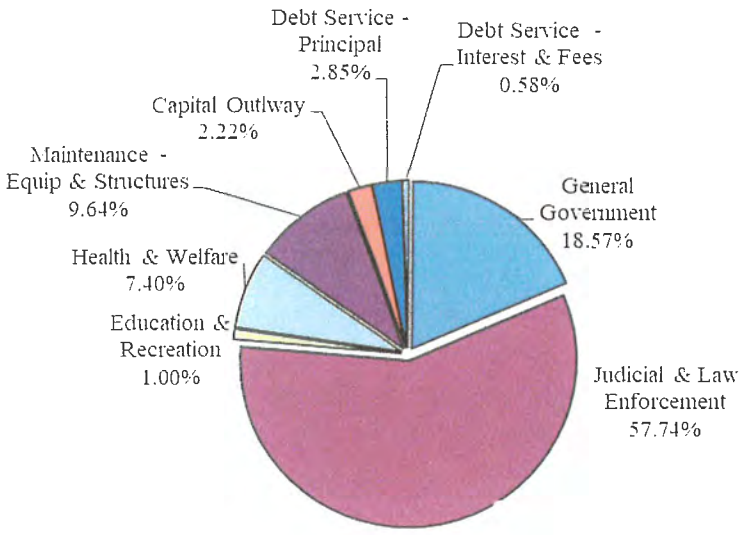
EXPENDITURES

Jefferson County's budgeted expenditures for the General Fund, Debt Service Fund, and Special Revenue Funds are derived as follows (excluding other uses):

Expenditures - All Funds Summary by Function

	Approved 2021-2022	Approved 2022-2023	Percentage Change
General Government	$29,279,566	$30,940,164	5.67%
Judicial & Law Enforcement	88,931,936	96,184,017	8.15%
Education & Recreation	1,450,004	1,665,938	14.89%
Health & Welfare	11,864,140	12,318,583	3.83%
Maintenance - Equipment & Structures	15,287,744	16,057,086	5.03%
Capital Outlay	5,523,786	3,695,222	-33.10%
Debt Service - Principal	4,515,000	4,745,000	5.09%
Debt Service - Interest and Commission	1,190,850	965,100	-18.96%
Debt Service - Transaction Fees	5,000	5,000	0.00%

Expenditures - All Funds Summary
Budgeted for Fiscal Year 2022-2023



General Fund expenditures make up 91.22% of total budgeted expenditures, while Debt Service makes up 3.35% and Special Revenue funds make up 5.43% percent. The overall change to the budget was an increase of $8,454,092 from the 2021-2022 approved budget year. This includes an $8,435,702 increase related to the General Fund. The increase from the 2021-2022 approved budget year to 2022-2023 related to the General Fund and will be discussed below. Debt Service had a slight increase. Special Revenue funds also had just a slight increase.

GENERAL FUND

The General Fund is used to account for the general governmental operations of the County. Included in these activities are budgets for the general government, judicial and law enforcement, education and recreation, health and welfare, maintenance of buildings and structures, capital outlay, and special purpose funding. Expenditures for fiscal year 2022-2023 including "transfers out" and contingency appropriation are approved at $155,496,215. Revenues including "transfers in" are estimated at $140,354,558.

Property Taxes represent 69% of the revenues generated by the General Fund. In 2022-2023 the budgeted property taxes for the General Fund is expected to increase approximately $9.4 million dollars from the prior year's budget. This increase is mainly due to the increase in valuations for residential and commercial properties. Budgeted property tax revenue for 2022-2023 is $96,399,088 for the General Fund.

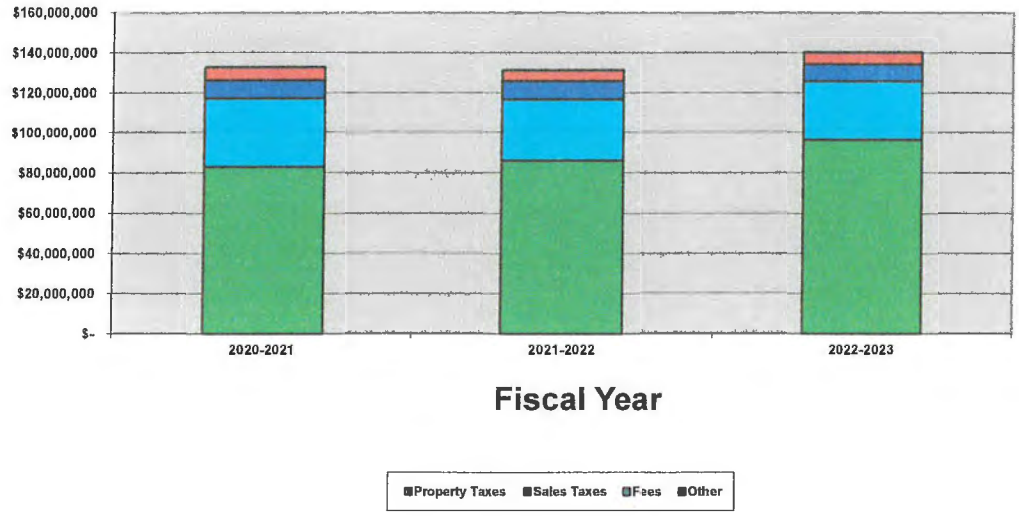
Budgeted sales tax revenue for 2022-2023 is $29,700,000, which represents 21% of the revenues generated by the General Fund. Revenue from Sales taxes have seen an influx from industrial expansions. The County anticipates revenue from Sales taxes to remain relatively stable to current collections during the 2022-2023 budget year.

Fees collected by the County account for 6% of the General Fund revenues. Estimated revenues for fees are budgeted at $8,358,970. Fees are expected to remain level during the 2022-2023 budget year.

Other revenue sources include intergovernmental revenue, contractual payments on the housing of inmates for area cities, and interest revenue. Other revenue sources accounts for 4% of the budgeted General Fund revenues. Estimated revenues from other revenue sources are budgeted at $5,896,500. Other revenue sources are expected to increase about 12% from the prior year's budget. A large portion of the increase is due to additional interest revenue because of a rise in interest rates.

The following graph shows the relationship of the major revenue sources for fiscal year 2020-2021 through 2022-2023:

General Fund (Revenues)



Expenditures budgeted for the 2022-2023 fiscal year total $155,496,215, including contingency appropriations, and "transfers out".

General Fund Expenditures by Category

	Percentage of Budget	Approved 2021-2022	Approved 2022-2023	Percentage Change
Personnel Services	67.43%	$ 99,634,537	$ 104,850,943	5.24%
Operating Expenditures	28.93%	40,346,746	44,988,236	11.50%
Capital Outlay	1.15%	3,433,868	1,782,122	-48.10%
Special Purpose Funding	2.49%	3,645,362	3,874,914	6.30%

Personnel services include salaries, wages, and fringe benefits of Jefferson County employees. The increase is due to a 5% salary increase for Sheriff Association union employees, Constable Association union employees, and all other employees, a 6% increase for Health insurance premiums effective 1/1/2023, and an increase in the employees' retirement rate as set by TCDRS. The total number of positions are remaining the same as the previous year.

Operating expenditures include all materials and supplies, maintenance and utilities, and miscellaneous services. Departments were diligent in maintaining their budgets as closely to current levels as possible. A large part of the 11.5% increase is associated with an increase in the jail medical contractual payments, additional cost for food for inmates, fuel, road materials, increase in retirees' health insurance, and increases in other contractual payments.

Capital outlay, which includes all capital equipment purchases over $5,000 made by the County, decreased by $1,651,746. The County will be replacing or purchasing necessary equipment, including equipment purchases in the Road & Bridge departments, and other offices as needed. Other capital outlay needs will be purchased with other funding including grants, where available.

Special Purpose Funding is used to account for expenditures that are non-operational in nature or do not specifically belong to a department. It consists of contingency appropriations and "transfers out". This budget year the following transfers are budgeted: Ford Park - $1,655,319 and County match for Grant funds - $1,319,595. Contingency appropriations are budgeted at $900,000.

In 2022-2023, the County will anticipate utilizing $15,141,657 of the General Fund reserves to balance the operating requirements of the County. The County's ending available fund balance will be 21.44% of budgeted expenditures, which complies with the County's fund balance policy. The amount that the County will utilize of the General Fund reserves will be used to fund capital outlay and special purpose funding.

General Fund Expenditures by Function

	Percentage of Budget	Approved 2021-2022	Approved 2022-2023	Percentage Change
General Government	20.21%	$28,637,308	$ 30,275,031	5.72%
Judicial & Law Enforcement	60.66%	83,893,289	90,892,495	8.34%
Education & Recreation	0.32%	458,066	473,330	3.33%
Health & Welfare	8.22%	11,864,140	12,318,583	3.83%
Maintenance - Equipment & Structures	10.60%	15,128,480	15,879,740	4.97%

The General Government increase is mainly due to a 5% salary increase for employees, increase in health insurance cost for both active employees and retirees, and an increase in employees' retirement rate. General Government is made up of the administrative functions of the County including the Tax Office, Auditor's Office, County Clerk, County Treasurer, Purchasing, MIS, and others.

Judicial and Law Enforcement increases are in large part due to 5% salary increase for Sheriff Association union employees, Constable Association union employees, and for all other employees. Increases in the employees' retirement rate, health insurance cost, Jail medical contract cost, and increase in food cost of County inmates have also caused increases to this category.

The Education and Recreation Division increase is due to a 5% salary increase to all employees, increase for health insurance costs, and an increase in the employees'

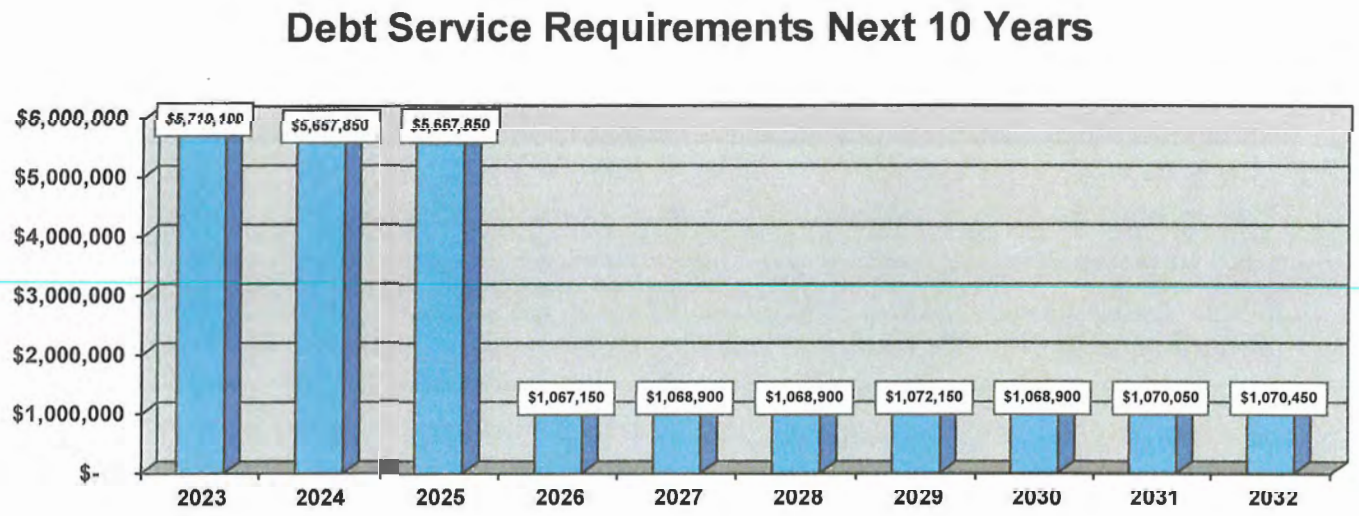
retirement rate. The only department for this division is the Agriculture Extension Service, which offers the citizens of Jefferson County access to a wealth of knowledge and experience on agricultural topics.

Health & Welfare increase is due to a 5% salary increase to all employees, increase in health insurance costs, and an increase in the employees' retirement rate. This division provides health care for the indigent citizens of the County, support of the Child Protective Services of the State of Texas, mosquito control practices throughout the County, emergency management, and environmental control functions for the County.

Maintenance – Equipment & Structures increase is due to a 5% salary increase to all employees, increase for health insurance cost, an increase in the employees' retirement rate, and increase in cost of road materials and fuel. This division is responsible for the maintenance and operation of all County facilities and roadways.

DEBT SERVICE FUND

The Debt Service Fund is a legally restricted fund utilized to account for revenues recognized to liquidate the debt service requirements for the County's debt. This income is primarily earned through the allocation of property taxes to the fund.



On October 1, 2022, the County has debt issues outstanding of $26,780,000. Revenues are budgeted at $5,487,599 for 2022-2023, of which 99.6% comes from the allocation of property taxes. The remaining portion of funding to debt service is interest. Expenditures of $5,715,100 are budgeted to meet the current debt service requirements. The County does not have any plans to issue additional debt for 2022-2023 fiscal year.

SPECIAL REVENUE FUNDS

Special revenue funds are used to account for revenues allocated for restricted purposes as specified by statute. The County's funds are comprised of revenues generated from

road fees, confiscated goods, security fees, contributions, and other sources. Revenues for 2022-2023 are budgeted at $7,690,847 and expenditures are budgeted at $9,259,709. The County is implementing a new Court and Jail software program to increase technology features, records management, and efficiencies for many departments within the County. The Marine Division is classified as a Special Revenue Fund since it is fully funded by the Sabine Neches Navigation District. The Marine Division provides law enforcement presence on the navigable waterways, terminals, and ship channels of the County. In addition, Courthouse security will continue to be a high priority. Finally, the Ben J. Rogers Regional Visitors' Center is fully functioning, and the Hotel Occupancy Tax Fund will continue to fund the operations and improvements to Ford Park.

CAPITAL PROJECTS

The County maintains an ongoing capital improvement program. General government capital improvements have been funded by a combination of bond proceeds, general fund transfers, and grant funding. The focus of the County's capital improvement program is related to Transportation, Environmental Infrastructure, Equipment Upgrades and Asset Protection.

Expenditures of $4,280,442 are estimated for projects in the 2022-2023 fiscal year. Funding for these expenditures is already transferred in previous budget years. As other projects are identified, the County could use available fund balance above the minimum fund balance policy to budget transfers in futures years in order to minimize debt issuances. The current expenditures will affect the County on several levels including:

Transportation Infrastructure –The County is estimating to spend $3,313,154 in 2022-2023 to repair road damage on the Major Drive Extension between Hwy 124 and Labelle Road. The proposed repairs will strengthen the road in order to handle heavy truck traffic along this section of the road.

Environmental Infrastructure –As part of this long-term project, the County has funded various environmental studies regarding shoreline erosion, sand source feasibility, and wetlands mitigation. The County is estimating to spend $43,738 in 2022-2023 to assist the County with Federal or State funding for the shoreline project along McFaddin Beach.

Equipment Upgrades and Asset Protection – The County has allocated $923,550 in 2022-2023 to upgrade the County's phone system and Courthouse waterproofing. These enhancements are expected to provide the citizens and employees with more efficient and safer operations.

ACKNOWLEDGMENTS

Acknowledgments The dedicated service and hard work of the entire staff of the Auditor's Office achieved the preparation of the 2022-2023 Annual Operating Budget. Sincere appreciation to the elected and appointed officials for their cooperation in completing this budget in a timely manner is also warranted. Commissioners' Court is also commended for exercising fiscal responsibility in their deliberations in setting the expenditures for the proposed fiscal year.

BUDGET POLICY & PROCEDURES

The overall goal of the County's budget policy and procedures are to establish and maintain effective management of the County's financial resources. Formal policy statements and major objectives provide the foundation for achieving this goal. Accordingly, this section outlines the policies and procedures used in guiding the preparation and management of the County's overall budget and the major objectives to be accomplished.

The County follows the policies below in establishing the budget.

Guidelines

- ⌘ The budget will be prepared in such a manner as to facilitate its understanding by citizens of the County, elected officials, and employees.

- ⌘ Financial information systems will be maintained to monitor operations of the County on an ongoing basis. Also, the accounting and financial reporting systems will be maintained in compliance with current generally accepted accounting principles.

- ⌘ The Auditors' Office will review all departmental budgets to identify possible increases or reductions, and will analyze all budget requests in detail.

Interim Financial Reporting

- ⌘ Commissioners Court and all Departments will be provided with monthly budget reports comparing actual versus budgeted revenue and expense activity.

Balanced Budget

- ⌘ The budget will be structurally balanced; total expenditures do not exceed total resources, or total estimated revenues plus reserves. The County will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing expenditures or accruing future year's revenues.

Capital Improvement Policies

- The budget will provide for adequate maintenance of capital, infrastructure, equipment, and for their logical replacement. No "carryover" capital outlay will be budgeted unless specifically approved by Commissioners' Court during the current year's budget hearings.

- The County will establish an appropriate mix of general fund transfers, state grant funds, and general obligation debt in the funding of capital projects.

Debt Management Policies

- The County will confine long-term debt to capital improvements or projects that cannot be financed from current revenues.

- The County will not use long-term debt for current operations.

- The County will strive to have the final maturity of general obligation bonds at, or below thirty years, and within a period not to exceed the estimated useful life of the project.

Fund Balance Policies

- The County will strive to maintain an unreserved, available fund balance of approximately 15% of budgeted expenditures for the General Fund. Fund balance for Debt Service funds will be maintained according to debt covenants, usually $1/12^{th}$ of the next year's debt principle payment requirements. Fund balance for Special Revenue funds will be maintained to ensure a positive fund balance for the individual funds.

- It is the intent of the County to use excess available fund balances above the 15% to help fund capital replacement and capital projects in order to reduce the need for future debt.

Investment Policies

- These Investment Policies apply to the investment of short-term operating funds of the County in excess of those funds required to meet current expenditures. Topics included in the investment policy are quite detailed and include information of Strategy, Scope, Objectives and Priorities, Responsibility and Control, Reporting, Institutions, Instruments, Procedures, Collateral and Safekeeping, and Policy Review and Amendments. The

complete policy can be reviewed in the separate Investment Policy Manual maintained by the Treasurer's office.

Capital Asset Procedures

- Capital assets include buildings, roads, bridges, equipment, computers, furniture, and vehicles. Jefferson County's monetary criteria is $10,000 or more and with a useful life of more than one year. Once purchased, all capital assets are maintained in the physical inventory until disposed.

The County follows the procedures below in establishing the budget.

- Jefferson County's fiscal year begins on October 1st each year and ends on September 30th. The budget process for each upcoming fiscal year begins in May with the preparation of Budget Workpapers which are distributed to all County Departments. Each department is asked to project their financial requirements for the upcoming year. The Budget Workpapers are a guide for initial budget requests.

- Departmental annual budget requests are then submitted by the Department or Agency Head to the County Auditor in June. The County Auditor compiles the initial requests and in July, budget hearings are held for each department. Commissioners' Court, which includes the County Judge and the four County Commissioners oversee the Budget Hearings. These hearings give Department Heads the opportunity to discuss with Commissioners' Court any changes in their budget, and items that are a priority. The public is invited to attend all budget hearings, which are posted according to the Open Meetings Act.

- In conjunction with compiling departmental budget requests, the County Auditor prepares an estimate of available resources in each fund for the upcoming fiscal year. Expenditures budgeted in the various funds may not exceed the fund balances as of the first day of the fiscal year plus the anticipated revenue for the year as estimated by the County Auditor.

- In September, the County Auditor prepares the proposed annual operating budget to be presented to the Commissioners' Court for their consideration. The budget represents the financial plan for the new fiscal year. Public hearings are held on the proposed budget.

- The Commissioners' Court must adopt an annual operating budget by a majority vote of the Commissioners' Court before October 1. The adopted budget must be balanced; that is, available resources must be sufficient to

support annual appropriations. Accountability is then required for operations to remain within available resources.

⌘ The department is the legal level of budgetary control. Total expenditures cannot exceed the final appropriation once the budget has been adopted. Commissioners' Court can amend the total appropriations for an individual department. To comply with expenditure limitations, when one department's total appropriation is increased, another department's appropriation must be reduced by an equal amount. Commissioners' Court may also approve the transfer of appropriations within funds. All such amendments require Commissioners' Court approval.

⌘ The County uses funds to report its financial position and results of its operations. Funds for budget purposes are classified as Governmental and Fiduciary. Governmental Funds are used to account for the majority of the County's general activities, including the collection and disbursement of earmarked monies (Special Revenue Funds), the acquisition or construction of general fixed assets (Capital Projects Funds), and the servicing of general long-term debt (Debt Service Funds). The General Fund is used to account for all activities of the County not accounted for in any other fund. Proprietary Funds are used to account for activities similar to those found in the private sector (Enterprise Funds), where the determination of net income (loss) is necessary and/or useful to sound financial management.

⌘ Annual budgets are legally adopted for the General Fund and Debt Service Fund. Budgets for Special Revenue Funds are established pursuant to statute guidelines, and budgets for Capital Projects are established on a project basis. Enterprise funds have submitted an estimated net loss. The amount of the annual subsidy needed for the Enterprise funds are budgeted in the General Fund as a transfer.

⌘ All transactions affecting the acquisition and disposition of anything of value by the County are recorded in detail in the accounting system adopted by the Jefferson County Auditor.

⌘ The budgets of general government type funds (i.e. General Fund and Special Revenue Funds) are prepared on the modified accrual basis. Briefly, this means that obligations of the County are budgeted as expenditures, but revenues are recognized only when they are measurable and available.

⌘ Encumbrance accounting is used for all funds. Encumbrance accounting means that an estimated cost is recorded on the books at the time of an order of goods and services so that all obligations are booked. When the actual

cost is known, it is booked, and the encumbrance is reversed. All encumbrances lapse at year-end for all budgeted funds.

⌘ The Comprehensive Annual Financial Report shows the status of the County's finances on the basis of "generally accepted accounting principles" (GAAP). The Annual Report and the budget are prepared on a basis consistent with GAAP using the modified accrual basis.

⌘ The budget document does not include Enterprise Funds, Internal Service Funds, and Special Revenue Funds that are grants. Grants are restricted for specific purposes. Since these grants are presented to Commissioners' Court throughout the year and some run on different fiscal years, the grant budgets and accountings are maintained separately from this document.

JEFFERSON COUNTY, TEXAS

CALENDAR FOR BUDGET PREPARATION

Dates are approximate

APRIL 27 – Budget preparation packets sent to all County departments by County Auditor.

MAY 31 – Budget preparation packets are due back to the County Auditor's office.

JUNE 1 – JULY 17 – Compile initial budget requests, and estimate of available resources.

JULY 18 – 22 – Budget Hearings.

AUGUST 4 – Publish notice of public hearing on annual compensation of County Auditor, Assistant Auditors, and Court Reporters. (Section 152.905 LGC)

AUGUST 10 – Budget Workshop to discuss pending items for budget.

AUGUST 16 – Commissioner Court Meeting to discuss tax rate and schedule public hearing and call for election if needed including record of vote.

AUGUST 18 – Public hearings on Auditors and Court Reporters budget with District Judges. (Section 152.905 LGC)

SEPTEMBER 8 – Notify Elected officials of salaries and allowances. (Section 152.013 LGC)

SEPTEMBER 9 – Notice of proposed increases in elected officials' salaries and allowances published in local newspaper. (Section 152.013 LGC)

SEPTEMBER 9– Publish notice for budget public hearing. (Section 111.0385 LGC)

SEPTEMBER 9– File budget with County Clerk. (Section 111.037 LGC)

SEPTEMBER 9 – Notice of Public hearing for Tax Rate.

SEPTEMBER 20 – Public hearing on tax rate.

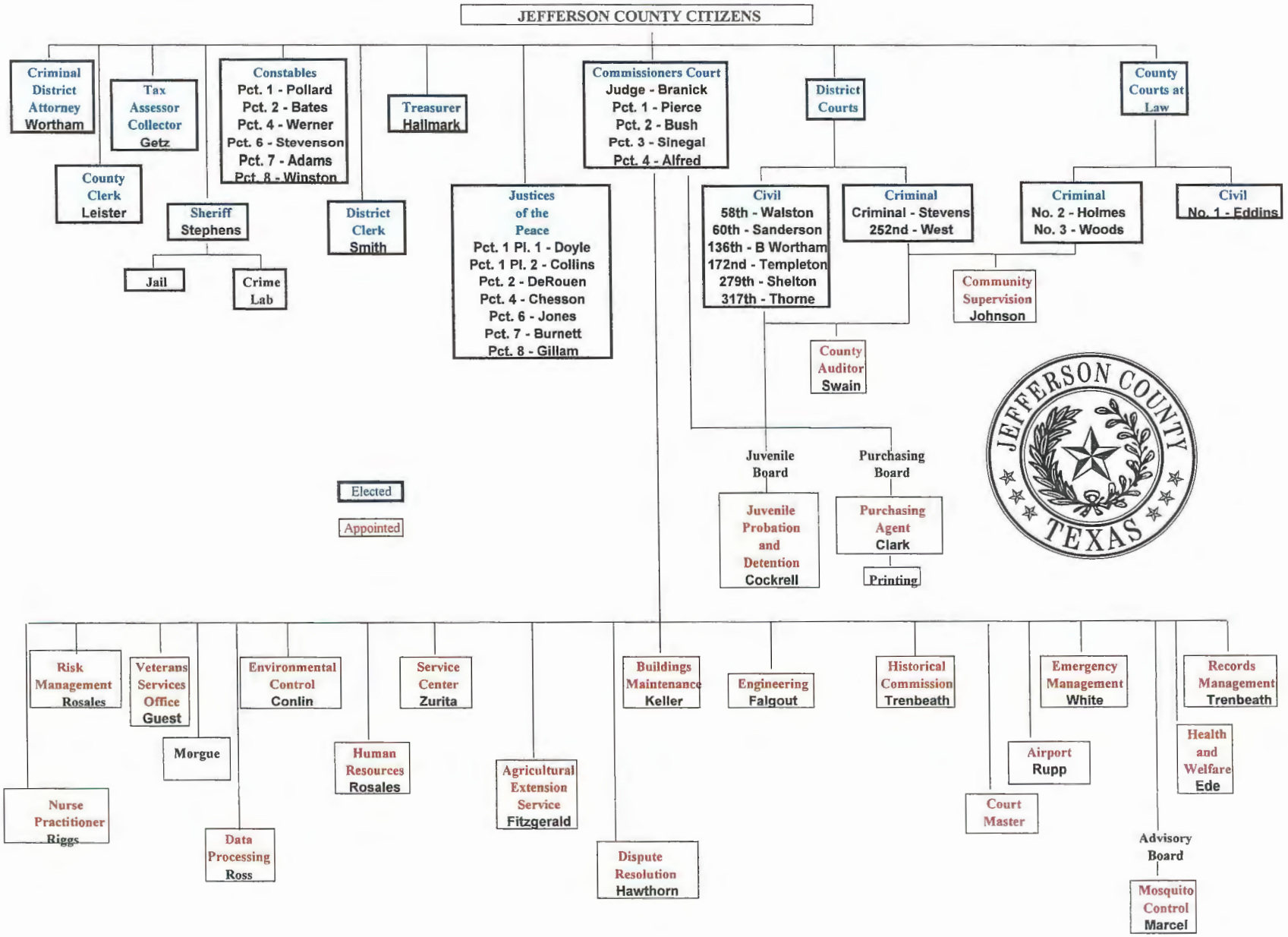
SEPTEMBER 20 – Adopt tax rate.

SEPTEMBER 20 – Public hearing and adopt budget. (Section 111.039 LGC)

SEPTEMBER 27 – Receive & file budget.

ORGANIZATION CHART OF JEFFERSON COUNTY

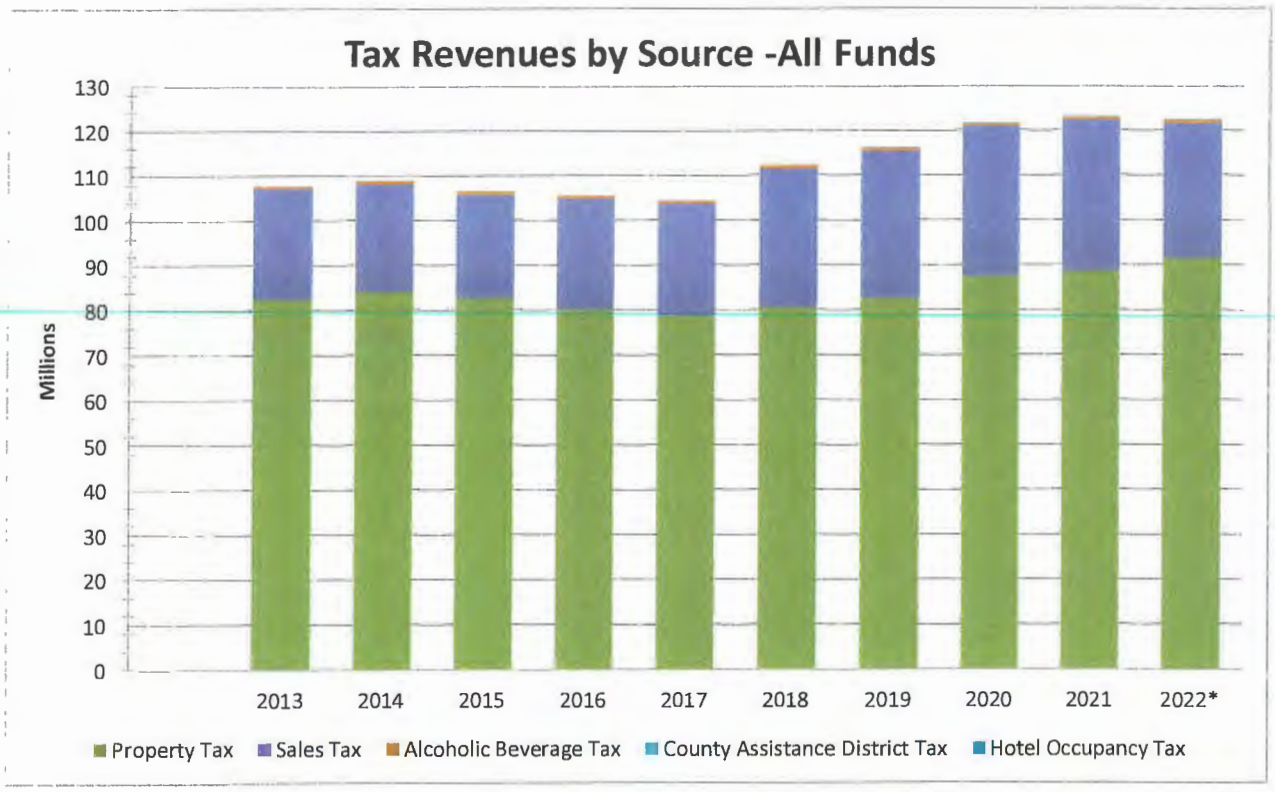
As of September 30, 2022



TAX REVENUES BY SOURCE - ALL FUNDS
LAST TEN FISCAL YEARS

Fiscal Year	Property Tax	Sales Tax	Alcoholic Beverage Tax	Hotel Occupancy Tax	County Assistance District Tax	Total
2013	$82,593,407	$24,695,194	$475,162	$1,015,651	$ -	$108,779,414
2014	84,262,722	24,064,857	614,384	1,150,383	-	110,092,346
2015	82,850,758	23,047,286	656,678	1,291,716	-	107,846,438
2016	80,400,650	24,595,048	673,135	1,211,569	-	106,880,402
2017	78,856,965	24,984,470	689,240	1,187,625	-	105,718,300
2018	80,704,782	30,911,766	743,739	1,696,852	-	114,057,139
2019	82,794,242	32,759,242	753,954	1,422,345	48,980	117,778,763
2020	87,564,321	33,497,873	590,925	1,537,054	95,332	123,285,505
2021	88,722,128	33,621,425	755,519	1,507,187	76,404	124,682,663
2022*	91,711,858	30,000,000	802,272	1,468,728	77,376	124,060,234

* Estimate for current year



RATIO OF ANNUAL DEBT SERVICE EXPENDITURES FOR GENERAL BONDED DEBT TO TOTAL GENERAL EXPENDITURES

LAST TEN FISCAL YEARS

Fiscal Year	Debt Service			General Expenditures	Ratio of Debt Service To General Expenditures
	Principal	Interest	Total Debt Service		
2012	$ 4,430,000	$ 2,169,209	$ 6,599,209	$ 143,444,952	4.60%
2013	3,965,000	1,960,536	5,925,536	142,672,765	4.15%
2014	4,280,000	1,837,099	6,117,099	141,963,383	4.31%
2015	4,420,000	1,691,644	6,111,644	147,375,682	4.15%
2016	4,590,000	1,534,121	6,124,121	142,043,535	4.31%
2017	4,690,000	1,410,930	6,100,930	143,919,630	4.24%
2018	3,640,000	1,264,258	4,904,258	148,191,679	3.31%
2019	3,450,000	1,236,395	4,686,395	157,519,701	2.98%
2020	4,120,000	1,590,578	5,710,578	167,091,311	3.42%
2021	4,270,000	1,404,350	5,674,350	155,567,512	3.65%

ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN TAX YEARS

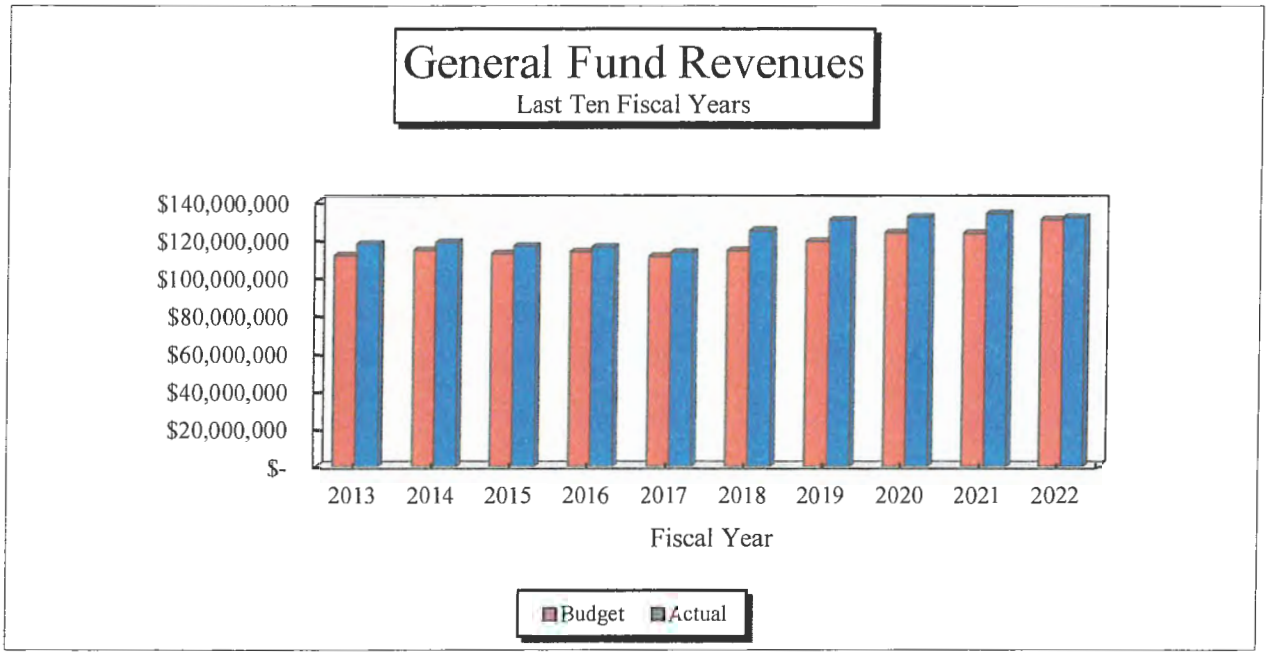
Tax Year	Assessed Value					Assessment Ratio	Estimated Actual Value
	Real Property	Less (a) Exemptions	Real Property (Net)	Personal Property	Total (b)		
2012	22,320,153,198	3,198,328,907	19,121,824,291	6,131,164,990	25,252,989,281	100%	28,451,318,188
2013	25,832,370,800	6,667,443,764	19,164,927,036	6,742,185,740	25,907,112,776	100%	32,574,556,540
2014	24,783,401,488	6,385,170,071	18,398,231,417	6,995,371,050	25,393,602,467	100%	31,778,772,538
2015	25,362,781,856	6,399,625,866	18,963,155,990	5,942,276,123	24,905,432,113	100%	31,305,057,979
2016	24,934,838,353	6,033,364,824	18,901,473,529	5,443,263,208	24,344,736,737	100%	30,378,101,561
2017	26,292,511,780	7,709,373,774	18,583,138,006	5,804,730,594	24,387,868,600	100%	32,097,242,374
2018	25,859,294,809	7,921,774,579	17,937,520,230	6,380,436,697	24,317,956,927	100%	32,239,731,506
2019	27,633,568,872	8,807,616,190	18,825,952,682	6,723,174,842	25,549,127,524	100%	34,356,743,714
2020	27,578,075,911	9,328,538,631	18,249,537,280	6,547,102,115	24,796,639,395	100%	34,125,178,026
2021	29,090,791,892	8,934,010,700	20,156,781,192	5,766,438,643	25,923,219,835	100%	34,857,230,535

(a) Exemptions are evenly divided between regular homesteads, homestead property of person 65 years or older, veteran, abatements, charitable organizations, agriculture, and pollution control.

(b) Net of exemptions.

GENERAL FUND REVENUES & TRANSFERS
LAST TEN FISCAL YEARS

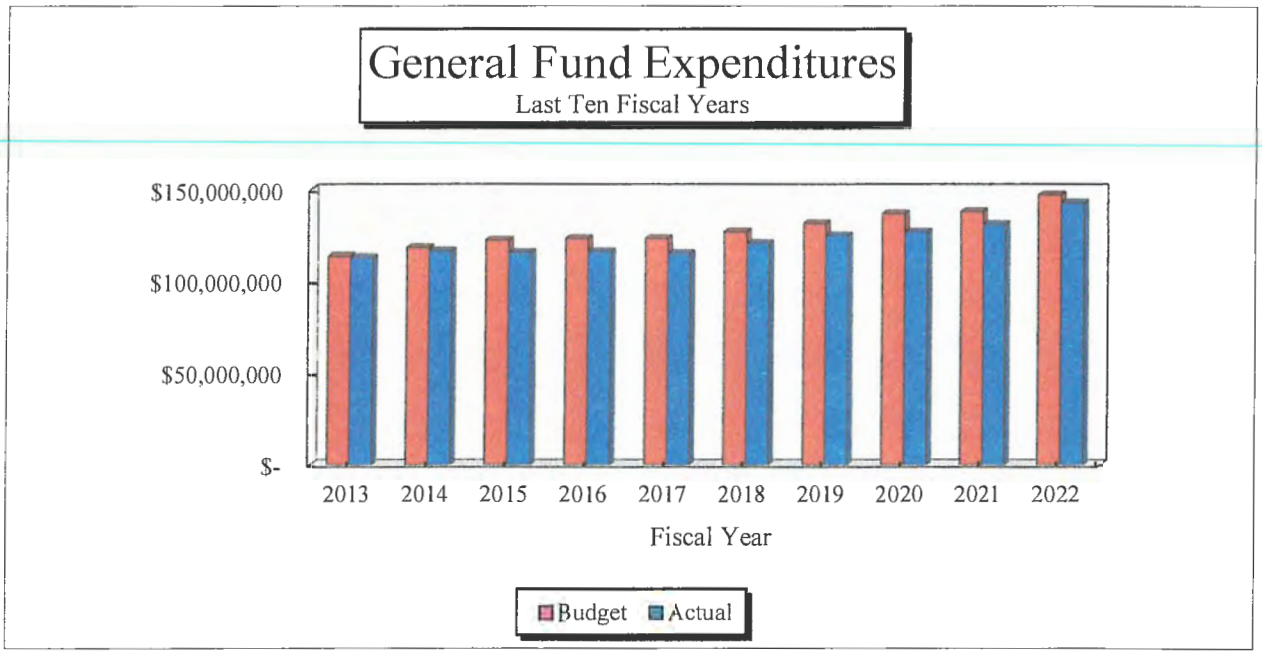
Fiscal Year	Adjusted Budget	Actual
2013	$ 111,504,653	$ 117,560,491
2014	114,209,840	118,381,543
2015	112,399,235	116,326,116
2016	113,455,177	115,827,182
2017	110,906,958	113,123,519
2018	114,110,807	124,545,505
2019	119,007,589	129,940,900
2020	123,540,366	131,514,349
2021	123,274,642	133,381,810
2022	130,251,466	131,503,413 *



* Estimate for current year.

GENERAL FUND EXPENDITURES & TRANSFERS
LAST TEN FISCAL YEARS

Fiscal Year	Adjusted Budget	Actual
2013	$ 113,800,000	$ 113,163,205
2014	118,522,516	116,658,252
2015	122,481,618	115,709,659
2016	123,408,154	116,198,012
2017	123,384,980	115,155,856
2018	127,033,326	120,727,104
2019	131,666,480	125,025,840
2020	137,034,870	126,955,786
2021	138,212,956	131,188,268
2022	147,060,513	142,749,700 *

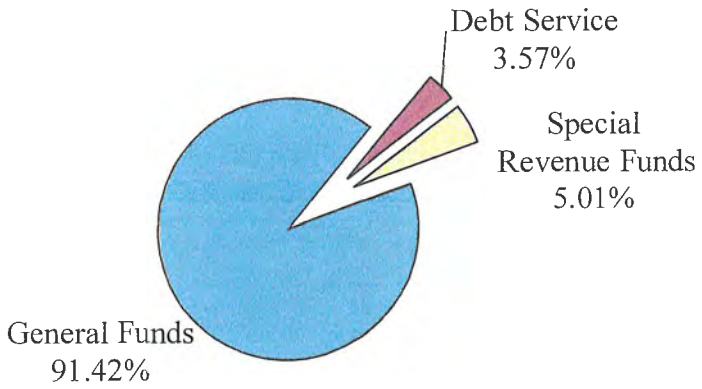


* Estimate for current year.

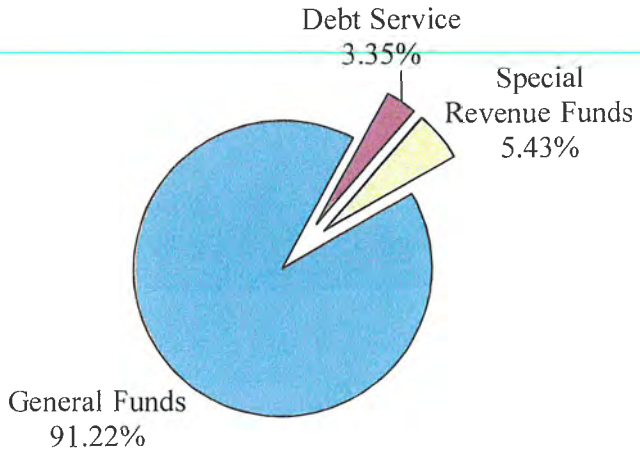
JEFFERSON COUNTY, TEXAS
ALL FUNDS SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
REVENUES			
Property Taxes	$ 88,722,128	$ 91,711,858	$ 101,866,087
Sales Taxes	35,960,535	32,348,376	31,175,000
Fees	10,809,424	11,205,159	10,375,818
Licenses	805,528	479,432	434,000
Sales, Rentals & Services	2,723,308	1,825,473	1,901,700
Intergovernmental	4,274,185	4,813,092	4,586,736
Fines & Forfeitures	1,690,112	1,696,746	1,630,000
Interest	187,632	342,800	865,896
Miscellaneous	34,942	34,949	30,000
Contributions	125	240	4,000
Total Revenues	$ 145,207,919	$ 144,458,125	$ 152,869,237
OTHER SOURCES			
Capital Lease Obligations	$ 457,860	$ -	$ -
Transfers In	645,294	654,170	663,767
Total Other Sources	$ 1,103,154	$ 654,170	$ 663,767
Total Revenues & Other Sources	$ 146,311,073	$ 145,112,295	$ 153,533,004
EXPENDITURES			
General Government	$ 26,206,287	$ 28,157,851	$ 30,940,164
Judicial & Law Enforcement	80,731,585	87,491,982	96,184,017
Education & Recreation	1,161,501	1,388,727	1,665,938
Health & Welfare	10,382,653	10,845,708	12,318,583
Maintenance - Equipment & Structures	12,613,063	14,219,967	16,057,086
Capital Outlay	3,187,795	5,029,117	3,695,222
Debt Service -			
Principal	4,270,000	4,515,000	4,745,000
Interest and Commission	1,404,350	1,190,850	965,100
Transaction Fees	3,550	3,550	5,000
Total Expenditures	$ 139,960,784	$ 152,842,752	$ 166,576,110
OTHER USES			
Transfers Out	$ 2,733,072	$ 3,073,425	$ 2,994,914
Contingency Appropriation	-	-	900,000
Total Other Uses	$ 2,733,072	$ 3,073,425	$ 3,894,914
Total Appropriations	$ 142,693,856	$ 155,916,177	$ 170,471,024
BEGINNING FUND BALANCE	$ 69,952,348	$ 73,569,565	$ 62,765,683
ENDING FUND BALANCE	$ 73,569,565	$ 62,765,683	$ 45,827,663
RESERVED FUND BALANCE	1,672,277	1,658,639	1,431,138
ENDING AVAILABLE FUND BALANCE	$ 71,897,288	$ 61,107,044	$ 44,396,525

FY 2023 - Revenues and Other Sources



FY 2023 - Expenditures and Other Uses



JEFFERSON COUNTY
TEXAS

GENERAL FUND

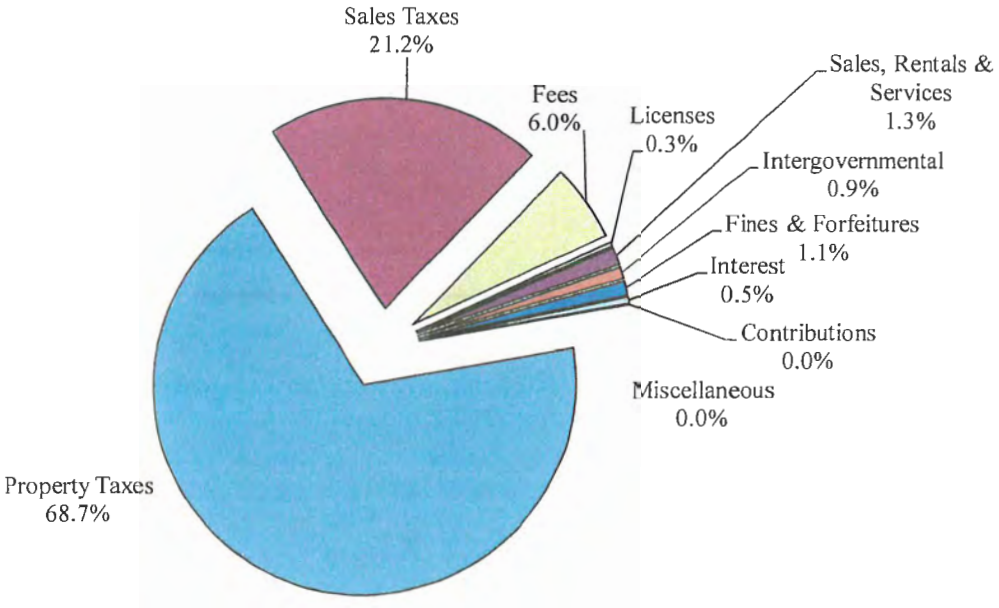
GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
REVENUES			
Property Taxes	$ 82,820,021	$ 86,025,096	$ 96,399,088
Sales Taxes	34,376,944	30,802,272	29,700,000
Fees	9,086,877	9,132,115	8,358,970
Licenses	805,528	479,432	434,000
Sales, Rentals & Services	2,637,197	1,771,500	1,875,200
Intergovernmental	1,453,346	1,503,058	1,311,000
Fines & Forfeitures	1,557,804	1,450,606	1,500,000
Interest	155,066	308,050	746,200
Miscellaneous	31,042	31,044	30,000
Contributions	125	240	100
Total Revenues	$ 132,923,950	$ 131,503,413	$ 140,354,558
OTHER SOURCES			
Capital Lease Obligations	$ 457,860	$ -	$ -
Total Other Sources	$ 457,860	$ -	$ -
Total Revenues & Other Sources	$ 133,381,810	$ 131,503,413	$ 140,354,558
EXPENDITURES			
General Government	$ 25,931,863	$ 27,603,460	$ 30,275,031
Judicial & Law Enforcement	76,925,274	83,432,651	90,892,495
Education & Recreation	357,110	362,373	473,330
Health & Welfare	10,382,653	10,845,708	12,318,583
Maintenance - Equipment & Structures	12,570,635	14,149,153	15,879,740
Capital Outlay	2,417,514	3,606,474	1,782,122
Total Expenditures	$ 128,585,049	$ 139,999,819	$ 151,621,301
OTHER USES			
Transfers Out	$ 2,603,219	$ 2,749,881	$ 2,974,914
Contingency Appropriation	-	-	900,000
Total Other Uses	$ 2,603,219	$ 2,749,881	$ 3,874,914
Total Appropriations	$ 131,188,268	$ 142,749,700	$ 155,496,215
BEGINNING FUND BALANCE	$ 58,769,714	$ 60,963,256	$ 49,716,969
ENDING FUND BALANCE	$ 60,963,256	$ 49,716,969	$ 34,575,312
RESERVED FUND BALANCE	1,237,726	1,237,726	1,237,726
ENDING AVAILABLE FUND BALANCE	$ 59,725,530	$ 48,479,243	$ 33,337,586

GENERAL FUND
SUMMARY OF REVENUES

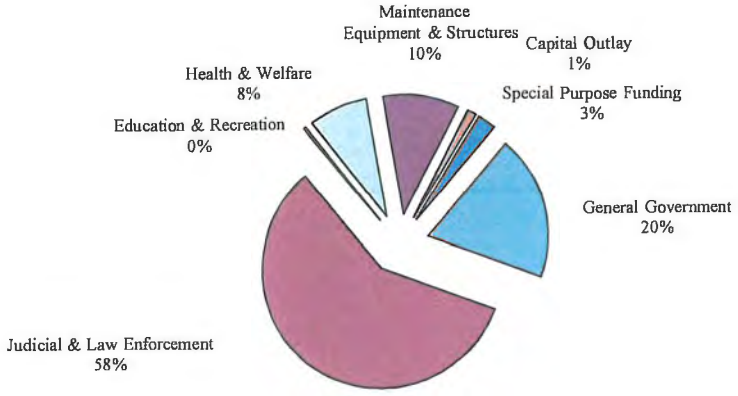
REVENUES	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Property Taxes	$ 82,820,021	$ 86,025,096	$ 96,399,088
Sales Taxes	34,376,944	30,802,272	29,700,000
Fees	9,086,877	9,132,115	8,358,970
Licenses	805,528	479,432	434,000
Sales, Rentals & Services	2,637,197	1,771,500	1,875,200
Intergovernmental	1,453,346	1,503,058	1,311,000
Fines & Forfeitures	1,557,804	1,450,606	1,500,000
Interest	155,066	308,050	746,200
Miscellaneous	31,042	31,044	30,000
Contributions	125	240	100
Total	$ 132,923,950	$ 131,503,413	$ 140,354,558

Approved 2022-2023

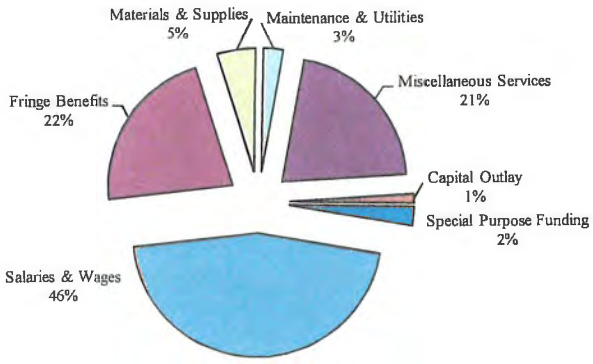


GENERAL FUND
SUMMARY OF EXPENDITURES

Department	APPROVED 2022-2023 BUDGET	% OF TOTAL
General Government	$ 30,275,031	19.48%
Judicial & Law Enforcement	90,892,495	58.45%
Education & Recreation	473,330	0.30%
Health & Welfare	12,318,583	7.92%
Maintenance - Equipment Structures	15,879,740	10.21%
Capital Outlay	1,782,122	1.15%
Special Purpose Funding	3,874,914	2.49%
Total	$ 155,496,215	100.00%



Category	APPROVED 2022-2023 BUDGET	% OF TOTAL
Salaries & Wages	$ 70,819,612	45.54%
Fringe Benefits	34,031,331	21.89%
Materials & Supplies	7,790,795	5.01%
Maintenance & Utilities	4,040,364	2.60%
Miscellaneous Services	33,157,077	21.32%
Capital Outlay	1,782,122	1.15%
Special Purpose Funding	3,874,914	2.49%
Total	$ 155,496,215	100.00%



GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
General Government			
Tax Assessor-Collector	$ 3,996,690	$ 4,116,290	$ 4,718,125
Human Resources	454,824	482,879	544,786
County Auditor	1,584,434	1,660,023	1,796,059
County Clerk	2,104,877	2,211,677	2,632,690
County Judge	872,725	958,413	1,077,634
Risk Management	285,956	278,744	327,343
County Treasurer	408,865	425,174	453,516
Printing	139,411	146,760	166,425
Purchasing Agent	609,549	628,000	673,017
General Services	12,478,010	13,009,937	14,132,837
Management Information Systems	1,985,346	2,136,910	2,307,149
Voters Registration Department	102,959	178,769	168,425
Elections Department	592,931	1,031,307	904,162
Veterans Services	315,286	338,577	372,863
Total General Government	$ 25,931,863	$ 27,603,460	$ 30,275,031
Judicial & Law Enforcement			
District Attorney	$ 6,751,538	$ 7,510,977	$ 8,145,644
District Clerk	2,108,188	2,199,829	2,357,677
District Courts	4,933,401	5,445,807	5,902,488
Jury	290,085	429,354	500,212
Justice of the Peace	2,665,571	2,763,050	3,142,185
County Courts at Law	1,942,782	2,088,399	2,190,988
Court Master	322,995	429,023	763,334
Dispute Resolution Center	233,406	268,764	327,113
Community Supervision	9,604	9,604	15,390
Sheriff	14,257,779	15,245,880	17,004,401
Crime Laboratory	1,354,871	1,395,447	1,743,692
Jail	34,221,497	37,176,298	38,975,289
Juvenile Probation	1,349,316	1,512,040	1,861,455
Juvenile Detention Home	1,913,717	2,101,571	2,566,321
Constables	3,336,428	3,429,039	3,796,306
County Morgue	1,234,096	1,427,569	1,600,000
Total Judicial & Law Enforcement	$ 76,925,274	$ 83,432,651	$ 90,892,495
Education & Recreation			
Agricultural Extension Service	$ 357,110	$ 362,373	$ 473,330
Total Education & Recreation	$ 357,110	$ 362,373	$ 473,330

GENERAL FUND
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Health & Welfare			
Health & Welfare Unit 1	$ 1,315,863	$ 1,358,790	$ 1,570,446
Health & Welfare Unit 2	1,250,577	1,256,120	1,398,373
Nurse Practitioner	339,574	357,037	383,685
Child Welfare	112,562	107,362	120,000
Environmental Control	367,859	369,987	475,366
Indigent Medical Service	4,751,247	4,955,124	5,175,888
Mosquito Control	1,826,396	2,013,254	2,702,674
Emergency Management	218,575	228,034	272,151
Tobacco Settlement	200,000	200,000	220,000
Total Health & Welfare	$ 10,382,653	$ 10,845,708	$ 12,318,583
Maintenance - Equipment & Structures			
Courthouse & Annexes	$ 2,441,377	$ 2,670,588	$ 3,059,227
Port Arthur Buildings	805,693	847,615	951,134
Mid-County Buildings	237,809	248,944	257,015
Road & Bridge Pct. #1	1,496,481	1,878,331	2,056,965
Road & Bridge Pct. #2	1,628,687	1,779,499	2,031,152
Road & Bridge Pct. #3	1,867,810	1,976,283	2,283,955
Road & Bridge Pct. #4	1,832,485	1,997,793	2;345,739
Engineering	1,008,665	911,934	1,043,671
Parks & Recreation	142,194	184,012	227,068
GIS	-	216,377	234,325
Service Center	1,109,434	1,437,777	1,389,489
Total Maintenance - Equipment & Structures	$ 12,570,635	$ 14,149,153	$ 15,879,740
Capital Outlay	$ 2,417,514	$ 3,606,474	$ 1,782,122
Special Purpose Funding			
Contingency Appropriation	$ -	$ -	$ 900,000
Transfers Out	2,603,219	2,749,881	2,974,914
Total Special Purpose Funding	$ 2,603,219	$ 2,749,881	$ 3,874,914
Total General Fund Expenditures	$ 131,188,268	$ 142,749,700	$ 155,496,215

GENERAL GOVERNMENT

General Government includes the Tax Assessor-Collector, Human Resources, County Auditor, County Clerk, County Judge, Risk Management, County Treasurer, Printing, Purchasing Agent, General Services, Management Information Systems, Voters Registration Department, Elections Department, and Veterans Services.

Tax Assessor Collector – main duties are to assess and collect property taxes; to issue certificates of title and license plates for motor vehicles and trailers. Elected for a four-year term by the voters of the County.

Human Resources – main duties are to provide staff support services for personnel administration. The personnel administration function includes obtaining qualified applicants to fill various job vacancies, maintaining equitable and competitive compensation practices, providing consultation to all departments on personnel related issues, reviewing and/or resolving employee concerns, grievance and appeals, ensuring compliance with federal and state laws, and developing/interpreting policy.

County Auditor – main duties are to act as the chief financial officer of the County; responsible for substantially all County finance and accounting control functions. Such functions include auditing, accounting systems design, financial planning, financial relations, and payroll.

County Clerk – main duties are to serve as clerk for both Commissioners' Court and County Courts; responsible for filing, indexing, and recording all legal instruments affecting real property titles; recording security instruments, births and deaths, and issuing marriage licenses. Elected for a four-year term by the voters of the County.

County Judge – main duties are: presiding officer of the Commissioners' Court; judge of the Probate Court; handles hearings on admittance to state hospital for the mentally ill and mentally challenged; and is head of civil defense and disaster relief. Elected for a four-year term by the voters of the County.

Risk Management – provides staff support services for benefits and risk administration. The benefits function includes administering the health and dental plan for the County, workers' compensation program, safety program, and retirement program.

County Treasurer – duties include receiving all money collected by the County, investing County revenue, paying and applying County funds as directed by the Commissioners' Court, and signing all County checks. Elected for a four-year term by the voters of the County.

Printing – provides support in the printing of all stationery, court dockets, Comprehensive Annual Financial Report, and the Annual Budget of the County.

Purchasing Agent – responsible for the procurement of goods, materials, and services for all departments and offices of the County. The department recommends award of bids to Commissioners' Court and administers bids and various contracts. The Purchasing Agent is also in charge of reviewing all requisitions, making proper buying decisions and processing purchase orders for same.

General Services – provides accounting control for expenditures of the County that are not allocated to specific departments.

Management Information Systems (M.I.S.) – provides all County departments with computer based systems support. This includes analysis of manual and automated procedures and the feasibility of implementing data and word processing systems. M.I.S. is also the interface between departments and users in the operation of systems. The department is responsible for the ongoing evolution of Countywide data systems.

Voters Registration Department – provides accounting for expenditures associated with the Tax Assessor Collector's responsibility to issue voter registration applications and certificates; and to compile election poll lists.

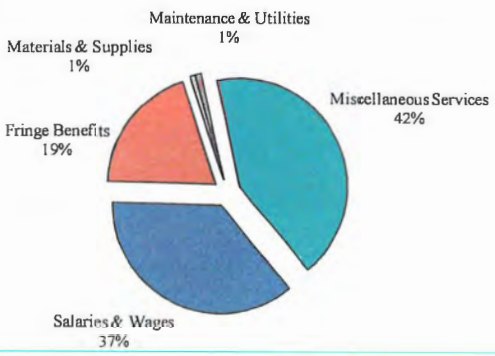
Elections Department – provides accounting for expenditures associated with the County Clerk's duties to provide general supervisory authority over all elections held within the County.

Veterans Services Office – develops and submits claims for benefits to the Department of Veterans Affairs for disability compensation, pension, death pension, medical benefits, burial benefits, insurance, education, home loans, records requests, and various benefits through other government agencies.

GENERAL GOVERNMENT
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Tax Assessor-Collector	$ 3,996,690	$ 4,116,290	$ 4,718,125
Human Resources	454,824	482,879	544,786
County Auditor	1,584,434	1,660,023	1,796,059
County Clerk	2,104,877	2,211,677	2,632,690
County Judge	872,725	958,413	1,077,634
Risk Management	285,956	278,744	327,343
County Treasurer	408,865	425,174	453,516
Printing	139,411	146,760	166,425
Purchasing Agent	609,549	628,000	673,017
General Services	12,478,010	13,009,937	14,132,837
Management Information Systems	1,985,346	2,136,910	2,307,149
Voters Registration Department	102,959	178,769	168,425
Elections Department	592,931	1,031,307	904,162
Veterans Services	315,286	338,577	372,863
Total	$ 25,931,863	$ 27,603,460	$ 30,275,031

APPROPRIATIONS CATEGORY	APPROVED 2022-2023
Salaries & Wages	$ 11,067,887
Fringe Benefits	5,885,282
Materials & Supplies	248,345
Maintenance & Utilities	238,345
Miscellaneous Services	12,835,172
Total	$ 30,275,031



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Tax Assessor-Collector	1	54	-	-	-	-	-	55
Human Resources	-	4	-	-	-	-	-	4
County Auditor	-	15	-	-	-	-	-	15
County Clerk	1	30	-	-	-	-	-	31
County Judge	1	6	-	-	-	-	1	8
Risk Management	-	3	-	-	-	-	-	3
County Treasurer	1	3	-	-	-	-	-	4
Printing	-	-	-	1	-	-	-	1
Purchasing Agent	-	6	-	-	-	-	-	6
General Services	4	-	-	-	-	-	-	4
Management Information Systems	-	19	-	-	-	-	-	19
Voters Registration Department	-	1	-	-	-	-	-	1
Elections Department	-	5	-	-	-	-	-	5
Veterans Services	-	2	-	-	-	2	-	4
Total	8	148	-	1	-	2	1	160

GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Tax Assessor-Collector			
Salaries & Wages	$ 2,511,303	$ 2,567,711	$ 2,937,569
Fringe Benefits	1,309,771	1,326,800	1,536,458
Materials & Supplies	40,611	45,674	45,100
Maintenance & Utilities	84,502	96,627	110,753
Miscellaneous Services	50,503	79,478	88,245
Total	$ 3,996,690	$ 4,116,290	$ 4,718,125
Human Resources			
Salaries & Wages	$ 286,953	$ 302,712	$ 337,761
Fringe Benefits	138,219	147,180	161,725
Materials & Supplies	2,771	2,544	3,384
Maintenance & Utilities	245	346	1,000
Miscellaneous Services	26,636	30,097	40,916
Total	$ 454,824	$ 482,879	$ 544,786
County Auditor			
Salaries & Wages	$ 1,048,074	$ 1,093,116	$ 1,172,627
Fringe Benefits	461,649	483,348	531,557
Materials & Supplies	6,810	7,506	10,175
Maintenance & Utilities	2,434	2,522	2,800
Miscellaneous Services	65,467	73,531	78,900
Total	$ 1,584,434	$ 1,660,023	$ 1,796,059
County Clerk			
Salaries & Wages	$ 1,377,030	$ 1,439,700	$ 1,698,298
Fringe Benefits	689,167	723,132	875,360
Materials & Supplies	11,955	13,957	17,095
Maintenance & Utilities	14,579	15,225	18,500
Miscellaneous Services	12,146	19,663	23,437
Total	$ 2,104,877	$ 2,211,677	$ 2,632,690
County Judge			
Salaries & Wages	$ 568,745	$ 589,089	$ 666,427
Fringe Benefits	276,526	299,112	332,586
Materials & Supplies	4,504	5,114	5,171
Maintenance & Utilities	558	832	1,150
Miscellaneous Services	22,392	64,266	72,300
Total	$ 872,725	$ 958,413	$ 1,077,634
Risk Management			
Salaries & Wages	$ 195,104	$ 187,300	$ 210,830
Fringe Benefits	86,156	83,752	102,013
Materials & Supplies	1,276	1,522	2,840
Maintenance & Utilities	892	1,437	2,500
Miscellaneous Services	2,528	4,733	9,160
Total	$ 285,956	$ 278,744	$ 327,343

GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
County Treasurer			
Salaries & Wages	$ 263,923	$ 272,856	$ 287,108
Fringe Benefits	132,291	136,536	144,923
Materials & Supplies	3,274	3,637	3,650
Maintenance & Utilities	5,023	6,186	10,000
Miscellaneous Services	4,354	5,959	7,835
Total	$ 408,865	$ 425,174	$ 453,516
Printing			
Salaries & Wages	$ 60,005	$ 62,196	$ 71,705
Fringe Benefits	32,387	33,528	37,720
Materials & Supplies	31,072	35,000	37,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	15,947	16,036	20,000
Total	$ 139,411	$ 146,760	$ 166,425
Purchasing Agent			
Salaries & Wages	$ 380,412	$ 400,380	$ 421,577
Fringe Benefits	185,727	188,880	209,145
Materials & Supplies	2,872	2,413	3,150
Maintenance & Utilities	2,420	1,627	1,600
Miscellaneous Services	38,118	34,700	37,545
Total	$ 609,549	$ 628,000	$ 673,017
General Services			
Salaries & Wages	$ 1,405,910	$ 1,034,220	$ 1,103,400
Fringe Benefits	1,035,575	904,864	919,051
Materials & Supplies	40,762	50,000	60,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	9,995,763	11,020,853	12,050,386
Total	$ 12,478,010	$ 13,009,937	$ 14,132,837
Management Information Systems			
Salaries & Wages	$ 1,292,592	$ 1,387,884	$ 1,506,464
Fringe Benefits	595,631	640,356	699,979
Materials & Supplies	26,214	28,856	30,780
Maintenance & Utilities	59,732	55,700	51,292
Miscellaneous Services	11,177	24,114	18,634
Total	$ 1,985,346	$ 2,136,910	$ 2,307,149
Voters Registration Department			
Salaries & Wages	$ 53,412	$ 57,312	$ 66,974
Fringe Benefits	30,548	32,112	36,399
Materials & Supplies	4,869	12,286	15,500
Maintenance & Utilities	13,758	25,000	22,500
Miscellaneous Services	372	52,059	27,052
Total	$ 102,959	$ 178,769	$ 168,425

GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Elections Department			
Salaries & Wages	$ 266,327	$ 323,040	$ 365,647
Fringe Benefits	125,781	150,720	161,310
Materials & Supplies	8,192	13,000	10,250
Maintenance & Utilities	6,268	10,000	15,000
Miscellaneous Services	186,363	534,547	351,955
Total	$ 592,931	$ 1,031,307	$ 904,162
Veterans Services			
Salaries & Wages	$ 202,289	$ 208,548	$ 221,500
Fringe Benefits	109,274	117,804	137,056
Materials & Supplies	1,282	3,606	4,250
Maintenance & Utilities	509	545	1,250
Miscellaneous Services	1,932	8,074	8,807
Total	$ 315,286	$ 338,577	$ 372,863

JUDICIAL & LAW ENFORCEMENT

Judicial & Law Enforcement includes District Attorney, District Clerk, District Courts, Jury, Justices of the Peace, County Courts at Law, Court Master, Dispute Resolution Center, Community Supervision, Sheriff, Crime Laboratory, Jail, Juvenile Correctional Probation, Juvenile Detention Home, Constables, and County Morgue.

District Attorney – responsible for the prosecution of felony and misdemeanor criminal cases in the County; serves as legal advisor to Commissioners' Court and other County officials. Elected for a four-year term by the voters of the County.

District Clerk – duties revolve around the District Courts; specifically serves as legal record keeper for all documents filed in District Courts. Elected for a four-year term by the voters of the County.

District Courts – serve as trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each County must be served by at least one District Court. District Courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is $200 or more, and any matters in which jurisdiction is not placed in another trial court. There are eight District Courts in Jefferson County: Criminal, 58th, 60th, 136th, 172nd, 252nd, 279th, and the 317th. Elected for a four-year term by the voters of the County.

Jury – department responsible for expenditures related to selection of the petit and grand juries seated in Jefferson County.

Justice of the Peace – presiding officer over the Justice and Small Claims Court; courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses; courts have jurisdiction over minor civil matters; may issue search or arrest warrants; serve as the coroner in Jefferson County. There are seven Justice of the Peace Courts in Jefferson County. Justices of the Peace are elected for a four-year term by the voters of the County.

County Courts at Law – legal jurisdiction varies considerably and is established by statute, which creates the particular court. The jurisdiction of statutorily created County Courts at Law is concurrent with the jurisdiction of the County and District Courts in the County. There are three County Courts at Law in Jefferson County. Judges are elected for a four-year term by the voters of the County.

Court Master – is allocated all expenditures associated with the Drug Impact Court of Jefferson County.

Dispute Resolution Center – responsible for working with individuals, families, community groups, government agencies, and businesses to assist them in resolving conflict. Through the use of constructive means like mediation and facilitation, the Center has helped in thousands of matters to prevent the need for costly litigation, or escalation to the point of violence.

Sheriff's Office – diversified in its responsibilities by statute. The Sheriff provides security for the Courthouse. The Sheriff is responsible for prisoner transportation. Civil Warrants, Writs of Execution, Levies on and Posting of Property, and the sale of Real Property after foreclosure proceedings are functions which most people associate with the Office of the Sheriff. The Sheriff also oversees the following: The **Crime Lab** is allocated all expenditures associated with the examination of crime scene evidence in Jefferson County. The **Jail** is allocated all expenditures associated with the operation of the Jefferson County Correctional Facility. Elected for a four-year term by the voters of the County.

Community Supervision – represents maintenance and equipment expenditures mandated by the state to be provided to the Adult Probation Department.

Juvenile Probation and Juvenile Detention Home – represents all operating expenditures for the Jefferson County Juvenile Probation Department and Detention Facility.

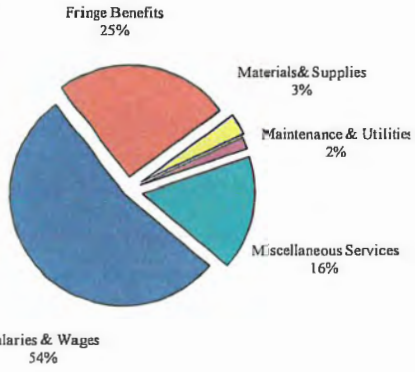
Constables – are constitutionally authorized peace officers elected by precinct. While they may perform patrol functions and make criminal investigations, the main duty of most Constables is to serve as executive officer of the Justice of the Peace Courts. Constables serve subpoenas and other papers. Elected for a four-year term by the voters of the County.

County Morgue – responsible for costs of laboratory and pathological services (autopsies) in Jefferson County.

JUDICIAL & LAW ENFORCEMENT
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
District Attorney	$ 6,751,538	$ 7,510,977	$ 8,145,644
District Clerk	2,108,188	2,199,829	2,357,677
District Courts	4,933,401	5,445,807	5,902,488
Jury	290,085	429,354	500,212
Justice of the Peace	2,665,571	2,763,050	3,142,185
County Courts at Law	1,942,782	2,088,399	2,190,988
Court Master	322,995	429,023	763,334
Dispute Resolution Center	233,406	268,764	327,113
Juvenile Alternative School	-	-	-
Community Supervision	9,604	9,604	15,390
Sheriff	14,257,779	15,245,880	17,004,401
Crime Laboratory	1,354,871	1,395,447	1,743,692
Jail	34,221,497	37,176,298	38,975,289
Juvenile Probation	1,349,316	1,512,040	1,861,455
Juvenile Detention Home	1,913,717	2,101,571	2,566,321
Constables	3,336,428	3,429,039	3,796,306
County Morgue	1,234,096	1,427,569	1,600,000
Total	$ 76,925,274	$ 83,432,651	$ 90,892,495

APPROPRIATIONS CATEGORY	APPROVED 2022-2023
Salaries & Wages	$ 48,613,236
Fringe Benefits	22,886,396
Materials & Supplies	2,876,280
Maintenance & Utilities	1,596,182
Miscellaneous Services	14,920,401
Total	$ 90,892,495



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Unclassified or Contract	TOTAL
District Attorney	1	24	-	-	-	-	36	61
District Clerk	1	26	-	-	-	-	-	27
District Courts	8	18	-	-	-	1	10	37
Jury	-	1	-	-	-	-	1	2
Justice of the Peace	7	21	-	-	-	-	-	28
County Courts at Law	3	9	-	-	-	-	3	15
Court Master	-	3	-	-	-	-	2	5
Dispute Resolution Center	-	-	-	-	-	3	-	3
Sheriff	1	19	12	-	-	-	104	136
Crime Laboratory	-	-	11	-	-	-	-	11
Jail	-	11	2	6	-	-	240	259
Juvenile Probation	-	2	-	-	-	15	-	17
Juvenile Detention Home	-	1	19	-	-	1	-	21
Constables	6	8	-	-	-	-	14	28
County Morgue	-	-	-	-	-	-	-	-
Total	27	143	44	6	-	20	410	650

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
District Attorney			
Salaries & Wages	$ 4,582,098	$ 5,038,077	$ 5,449,523
Fringe Benefits	2,031,457	2,277,316	2,470,397
Materials & Supplies	36,579	44,139	48,852
Maintenance & Utilities	7,518	7,429	12,000
Miscellaneous Services	93,886	144,016	164,872
Total	$ 6,751,538	$ 7,510,977	$ 8,145,644
District Clerk			
Salaries & Wages	$ 1,379,378	$ 1,435,908	$ 1,533,174
Fringe Benefits	681,475	702,768	758,018
Materials & Supplies	23,536	31,900	25,365
Maintenance & Utilities	17,290	16,425	18,725
Miscellaneous Services	6,509	12,828	22,395
Total	$ 2,108,188	$ 2,199,829	$ 2,357,677
Criminal District Court			
Salaries & Wages	$ 525,861	$ 544,302	$ 586,977
Fringe Benefits	250,838	252,288	276,720
Materials & Supplies	3,303	2,693	7,785
Maintenance & Utilities	238	157	1,200
Miscellaneous Services	645,197	785,590	953,445
Total	$ 1,425,437	$ 1,585,030	$ 1,826,127
58th District Court			
Salaries & Wages	$ 211,632	$ 218,208	$ 237,916
Fringe Benefits	85,820	88,632	105,881
Materials & Supplies	836	3,008	2,000
Maintenance & Utilities	73	124	150
Miscellaneous Services	3,437	7,153	7,375
Total	$ 301,798	$ 317,125	$ 353,322
60th District Court			
Salaries & Wages	$ 217,459	$ 224,160	$ 237,691
Fringe Benefits	101,589	104,892	121,844
Materials & Supplies	1,698	1,797	2,250
Maintenance & Utilities	89	275	500
Miscellaneous Services	3,703	6,028	7,450
Total	$ 324,538	$ 337,152	$ 369,735
136th District Court			
Salaries & Wages	$ 211,152	$ 222,804	$ 236,489
Fringe Benefits	98,306	107,724	125,192
Materials & Supplies	4,344	4,922	1,000
Maintenance & Utilities	124	160	300
Miscellaneous Services	2,463	6,131	7,350
Total	$ 316,389	$ 341,741	$ 370,331

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
172nd District Court			
Salaries & Wages	$ 216,639	$ 220,020	$ 236,715
Fringe Benefits	87,355	93,924	105,545
Materials & Supplies	1,884	4,561	2,631
Maintenance & Utilities	103	68	300
Miscellaneous Services	5,011	6,132	6,620
Total	$ 310,992	$ 324,705	$ 351,811
252nd District Court			
Salaries & Wages	$ 223,995	$ 231,000	$ 251,530
Fringe Benefits	109,486	113,520	123,060
Materials & Supplies	3,393	3,355	4,700
Maintenance & Utilities	1,995	2,038	3,000
Miscellaneous Services	687,307	870,269	994,687
Total	$ 1,026,176	$ 1,220,182	$ 1,376,977
279th District Court			
Salaries & Wages	$ 171,866	$ 177,108	$ 295,309
Fringe Benefits	92,020	89,220	141,617
Materials & Supplies	1,277	1,559	2,750
Maintenance & Utilities	23	123	250
Miscellaneous Services	204,575	233,399	221,450
Total	$ 469,761	$ 501,409	$ 661,376
317th District Court			
Salaries & Wages	$ 394,226	$ 449,684	$ 253,032
Fringe Benefits	154,648	177,684	119,972
Materials & Supplies	607	666	2,300
Maintenance & Utilities	5	6	650
Miscellaneous Services	208,824	190,423	216,855
Total	$ 758,310	$ 818,463	$ 592,809
Jury			
Salaries & Wages	$ 148,469	$ 153,492	$ 164,582
Fringe Benefits	67,957	70,308	75,630
Materials & Supplies	149	385	17,500
Maintenance & Utilities	-	-	-
Miscellaneous Services	73,510	205,169	242,500
Total	$ 290,085	$ 429,354	$ 500,212
J.P. Precinct No. 1 - Place No. 1			
Salaries & Wages	$ 258,232	$ 249,420	$ 292,779
Fringe Benefits	136,674	134,724	156,312
Materials & Supplies	5,065	3,021	4,325
Maintenance & Utilities	2,111	1,705	2,500
Miscellaneous Services	4,742	6,767	6,671
Total	$ 406,824	$ 395,637	$ 462,587

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
J.P. Precinct No. 1 - Place No. 2			
Salaries & Wages	$ 263,563	$ 273,984	$ 291,723
Fringe Benefits	138,456	148,368	160,922
Materials & Supplies	2,843	2,397	3,100
Maintenance & Utilities	1,835	1,721	2,400
Miscellaneous Services	4,003	5,571	5,338
Total	$ 410,700	$ 432,041	$ 463,483
J.P. Precinct No. 2			
Salaries & Wages	$ 201,373	$ 221,430	$ 269,090
Fringe Benefits	93,425	103,452	131,238
Materials & Supplies	2,351	2,910	3,850
Maintenance & Utilities	1,789	1,774	2,000
Miscellaneous Services	345	3,784	6,000
Total	$ 299,283	$ 333,350	$ 412,178
J.P. Precinct No. 4			
Salaries & Wages	$ 251,441	$ 263,760	$ 294,449
Fringe Benefits	131,955	140,880	153,913
Materials & Supplies	2,165	2,243	3,300
Maintenance & Utilities	2,851	3,146	3,000
Miscellaneous Services	1,753	3,754	6,596
Total	$ 390,165	$ 413,783	$ 461,258
J.P. Precinct No. 6			
Salaries & Wages	$ 261,892	$ 263,625	$ 291,166
Fringe Benefits	131,402	123,840	145,198
Materials & Supplies	3,539	3,988	4,500
Maintenance & Utilities	1,450	1,607	3,100
Miscellaneous Services	3,944	7,062	6,085
Total	$ 402,227	$ 400,122	$ 450,049
J.P. Precinct No. 7			
Salaries & Wages	$ 259,129	$ 269,152	$ 293,954
Fringe Benefits	123,901	125,508	138,156
Materials & Supplies	3,395	2,873	4,600
Maintenance & Utilities	3,778	4,421	5,460
Miscellaneous Services	1,659	4,385	4,090
Total	$ 391,862	$ 406,339	$ 446,260
J.P. Precinct No. 8			
Salaries & Wages	$ 242,024	$ 249,420	$ 294,435
Fringe Benefits	113,046	117,412	138,274
Materials & Supplies	5,266	6,410	5,500
Maintenance & Utilities	1,447	2,146	1,500
Miscellaneous Services	2,727	6,390	6,661
Total	$ 364,510	$ 381,778	$ 446,370

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
County Court at Law #1			
Salaries & Wages	$ 359,777	$ 378,721	$ 398,917
Fringe Benefits	155,079	164,388	175,006
Materials & Supplies	839	2,000	2,000
Maintenance & Utilities	136	215	500
Miscellaneous Services	4,695	9,385	7,875
Total	$ 520,526	$ 554,709	$ 584,298
County Court at Law #2			
Salaries & Wages	$ 369,806	$ 382,032	$ 431,065
Fringe Benefits	146,840	140,448	165,108
Materials & Supplies	2,991	4,925	3,750
Maintenance & Utilities	543	588	750
Miscellaneous Services	98,354	141,527	112,960
Total	$ 618,534	$ 669,520	$ 713,633
County Court at Law #3			
Salaries & Wages	$ 499,563	$ 517,164	$ 539,740
Fringe Benefits	218,053	228,648	243,703
Materials & Supplies	2,391	1,889	5,900
Maintenance & Utilities	550	506	750
Miscellaneous Services	83,165	115,963	102,964
Total	$ 803,722	$ 864,170	$ 893,057
Court Master			
Salaries & Wages	$ 175,991	$ 225,804	$ 410,982
Fringe Benefits	92,109	120,972	190,172
Materials & Supplies	1,344	1,439	3,750
Maintenance & Utilities	97	58	250
Miscellaneous Services	53,454	80,750	158,180
Total	$ 322,995	$ 429,023	$ 763,334
Dispute Resolution Center			
Salaries & Wages	$ 153,862	$ 165,396	$ 201,993
Fringe Benefits	64,810	79,068	103,184
Materials & Supplies	1,184	1,643	1,185
Maintenance & Utilities	217	232	500
Miscellaneous Services	13,333	22,425	20,251
Total	$ 233,406	$ 268,764	$ 327,113

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Community Supervision			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,364	3,364	8,150
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	6,240	6,240	6,240
Total	$ 9,604	$ 9,604	$ 15,390
Sheriff			
Salaries & Wages	$ 9,487,344	$ 10,129,933	$ 11,129,136
Fringe Benefits	4,325,870	4,573,619	5,162,714
Materials & Supplies	127,738	145,806	203,214
Maintenance & Utilities	55,301	82,128	122,900
Miscellaneous Services	261,526	314,394	386,437
Total	$ 14,257,779	$ 15,245,880	$ 17,004,401
Crime Laboratory			
Salaries & Wages	$ 859,951	$ 872,237	$ 1,086,116
Fringe Benefits	358,315	366,800	460,701
Materials & Supplies	54,781	54,025	71,600
Maintenance & Utilities	3,198	2,345	8,000
Miscellaneous Services	78,626	100,040	117,275
Total	$ 1,354,871	$ 1,395,447	$ 1,743,692
Jail			
Salaries & Wages	$ 16,635,499	$ 18,088,054	$ 17,758,661
Fringe Benefits	7,303,143	7,768,535	8,480,682
Materials & Supplies	1,687,746	1,702,684	2,231,210
Maintenance & Utilities	1,113,114	1,232,220	1,231,330
Miscellaneous Services	7,481,995	8,384,805	9,273,406
Total	$ 34,221,497	$ 37,176,298	$ 38,975,289
Juvenile Probation			
Salaries & Wages	$ 847,458	$ 955,912	$ 1,178,891
Fringe Benefits	475,624	480,788	575,402
Materials & Supplies	5,750	6,996	10,414
Maintenance & Utilities	1,518	2,143	4,267
Miscellaneous Services	18,966	66,201	92,481
Total	$ 1,349,316	$ 1,512,040	$ 1,861,455
Juvenile Detention Home			
Salaries & Wages	$ 1,059,651	$ 1,160,564	$ 1,467,040
Fringe Benefits	555,618	582,464	717,618
Materials & Supplies	99,140	108,981	119,543
Maintenance & Utilities	132,150	165,356	158,900
Miscellaneous Services	67,158	84,206	103,220
Total	$ 1,913,717	$ 2,101,571	$ 2,566,321

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Constable Precinct No. 1			
Salaries & Wages	$ 534,832	$ 535,604	$ 554,093
Fringe Benefits	248,640	244,956	273,657
Materials & Supplies	22,630	22,086	26,771
Maintenance & Utilities	2,575	2,332	3,000
Miscellaneous Services	9,626	11,946	12,490
Total	$ 818,303	$ 816,924	$ 870,011
Constable Precinct No. 2			
Salaries & Wages	$ 319,841	$ 331,072	$ 374,211
Fringe Benefits	147,415	141,728	172,040
Materials & Supplies	6,901	7,675	9,163
Maintenance & Utilities	185	500	650
Miscellaneous Services	7,620	7,288	6,002
Total	$ 481,962	$ 488,263	$ 562,066
Constable Precinct No. 4			
Salaries & Wages	$ 317,239	$ 335,580	$ 365,844
Fringe Benefits	138,613	145,524	168,055
Materials & Supplies	7,796	8,607	6,000
Maintenance & Utilities	508	506	1,000
Miscellaneous Services	4,705	8,254	8,446
Total	$ 468,861	$ 498,471	$ 549,345
Constable Precinct No. 6			
Salaries & Wages	$ 381,067	$ 386,232	$ 450,906
Fringe Benefits	163,750	168,780	204,126
Materials & Supplies	26,465	8,750	11,507
Maintenance & Utilities	816	936	2,250
Miscellaneous Services	7,078	11,914	11,643
Total	$ 579,176	$ 576,612	$ 680,432
Constable Precinct No. 7			
Salaries & Wages	$ 338,661	$ 355,836	$ 381,083
Fringe Benefits	158,271	163,944	175,994
Materials & Supplies	2,058	2,224	4,200
Maintenance & Utilities	750	870	1,100
Miscellaneous Services	2,662	3,998	6,169
Total	$ 502,402	$ 526,872	$ 568,546
Constable Precinct No. 8			
Salaries & Wages	$ 323,713	$ 345,432	$ 374,024
Fringe Benefits	146,297	154,932	170,345
Materials & Supplies	11,485	13,464	11,615
Maintenance & Utilities	715	1,915	2,000
Miscellaneous Services	3,514	6,154	7,922
Total	$ 485,724	$ 521,897	$ 565,906

JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
County Morgue			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,234,096	1,427,569	1,600,000
Total	$ 1,234,096	$ 1,427,569	$ 1,600,000

EDUCATION & RECREATION

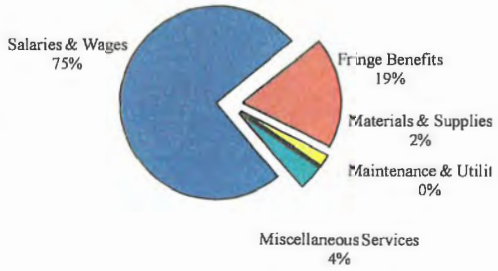
Education and Recreation includes the Agricultural Extension Service of the County.

Agricultural Extension Service – County shares cost with Texas A&M University System to provide expert advice, assistance and training for a wide range of subjects under the four areas of family and consumer sciences, urban development, agriculture and natural resources, and 4-H and youth. Some of the subjects are horticulture, nutrition, health and wellness, agriculture awareness, pesticide management, parenting, money management, tourism, sustainable agriculture, youth development, waste management, preservation of nature, and water quality.

EDUCATION & RECREATION
DEPARTMENT SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
DEPARTMENTS			
Agricultural Extension Service	$ 357,110	$ 362,373	$ 473,330
Total	$ 357,110	$ 362,373	$ 473,330

	APPROVED 2022-2023
APPROPRIATIONS CATEGORY	
Salaries & Wages	$ 355,504
Fringe Benefits	87,483
Materials & Supplies	9,770
Maintenance & Utilities	500
Miscellaneous Services	20,073
Total	$ 473,330



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Agricultural Extension Service	-	3	-	-	-	-	5	8
Total	-	3	-	-	-	-	5	8

EDUCATION & RECREATION
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Agriculture Extension Service			
Salaries & Wages	$ 269,573	$ 274,524	$ 355,504
Fringe Benefits	68,212	64,536	87,483
Materials & Supplies	6,212	7,876	9,770
Maintenance & Utilities	163	400	500
Miscellaneous Services	12,950	15,037	20,073
Total	$ 357,110	$ 362,373	$ 473,330

HEALTH & WELFARE

Health & Welfare includes Health & Welfare Units 1 and 2, Nurse Practitioner, Child Welfare, Environmental Control, Indigent Medical Service, Mosquito Control, Emergency Management, and Tobacco Settlement.

Health & Welfare Units 1 & 2 – responsible for the public health of all County citizens within the framework of County government. Provides medical care, mental health, and protective services for indigent care individuals and families. Cooperates with other community health providers, concerned citizens, and committed volunteers who help achieve its mission. Unit 1 is located in Beaumont, and Unit 2 is located in Port Arthur.

Nurse Practitioner – responsible for the County's in-house employee health care program. The Nurse Practitioner's primary function is preventive health care for all Jefferson County employees. This includes diagnosis and treatment of employees and their dependents.

Child Welfare – represents allocated expenditures that are associated with the County's support of the child protective services of the State of Texas.

Environmental Control – responsible for an integrated management program with elements designed to safeguard the quality of water supplies, to protect the groundwater resource from non-potable elements and contaminants, minimizing the impact of need residential, commercial and industrial development, and to promote water conservation. Environmental Control also identifies the best means of sewage collection, treatment and disposal; oversees new construction; issues State-mandated permits for industrial waste, sewage treatment plants and large-volume sewage discharges, and inspects and enforces permit conditions.

Indigent Medical Service – represents the expenditures incurred for outside medical and prescription service associated with the indigent population of Jefferson County.

Mosquito Control – represents expenditures associated with the control of mosquitoes in the County. By significantly reducing the mosquito population, the event of epidemic disease from occurring is reduced.

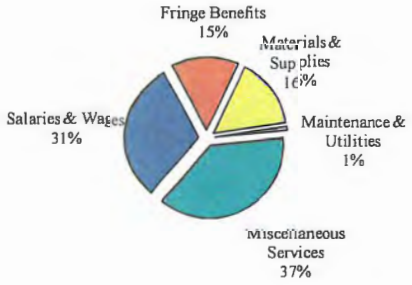
Emergency Management – responsible for the support systems and other statutory functions to help individuals and the community prepare for disasters regardless of the cause.

Tobacco Settlement – represents expenditures for special indigent health related services using tobacco settlement proceeds.

HEALTH & WELFARE
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Health & Welfare Unit 1	$ 1,315,863	$ 1,358,790	$ 1,570,446
Health & Welfare Unit 2	1,250,577	1,256,120	1,398,373
Nurse Practitioner	339,574	357,037	383,685
Child Welfare	112,562	107,362	120,000
Environmental Control	367,859	369,987	475,366
Indigent Medical Service	4,751,247	4,955,124	5,175,888
Mosquito Control	1,826,396	2,013,254	2,702,674
Emergency Management	218,575	228,034	272,151
Tobacco Settlement	200,000	200,000	220,000
Total	$ 10,382,653	$ 10,845,708	$ 12,318,583

APPROPRIATIONS CATEGORY	APPROVED 2022-2023
Salaries & Wages	$ 3,825,800
Fringe Benefits	1,822,345
Materials & Supplies	1,939,775
Maintenance & Utilities	92,195
Miscellaneous Services	4,638,468
Total	$ 12,318,583



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Health & Welfare Unit 1	-	4	-	1	4	4	-	13
Health & Welfare Unit 2	-	4	-	1	3	4	-	12
Nurse Practitioner	-	-	-	-	3	-	-	3
Environmental Control	-	2	-	-	3	-	-	5
Indigent Medical Services	-	-	-	1	3	-	-	4
Mosquito Control	-	1	-	13	-	-	-	14
Emergency Management	-	-	1	-	-	-	1	2
Tobacco Settlement	-	-	-	-	-	-	-	-
Total	-	11	1	16	16	8	1	53

HEALTH & WELFARE
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Health & Welfare Unit 1			
Salaries & Wages	$ 689,776	$ 699,446	$ 820,912
Fringe Benefits	304,540	321,318	410,692
Materials & Supplies	14,777	14,557	21,350
Maintenance & Utilities	3,876	4,091	4,800
Miscellaneous Services	302,894	319,378	312,692
Total	$ 1,315,863	$ 1,358,790	$ 1,570,446
Health & Welfare Unit 2			
Salaries & Wages	$ 681,449	$ 681,400	$ 762,985
Fringe Benefits	339,123	327,390	388,210
Materials & Supplies	12,549	13,669	17,600
Maintenance & Utilities	2,778	3,574	5,150
Miscellaneous Services	214,678	230,087	224,428
Total	$ 1,250,577	$ 1,256,120	$ 1,398,373
Nurse Practitioner			
Salaries & Wages	$ 209,410	$ 220,420	$ 233,711
Fringe Benefits	90,247	94,488	101,131
Materials & Supplies	22,584	23,724	29,012
Maintenance & Utilities	-	-	350
Miscellaneous Services	17,333	18,405	19,481
Total	$ 339,574	$ 357,037	$ 383,685
Child Welfare			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	112,562	107,362	120,000
Total	$ 112,562	$ 107,362	$ 120,000
Environmental Control			
Salaries & Wages	$ 236,017	$ 241,586	$ 310,873
Fringe Benefits	124,374	116,584	150,855
Materials & Supplies	983	2,444	2,250
Maintenance & Utilities	1,746	1,793	2,045
Miscellaneous Services	4,739	7,580	9,343
Total	$ 367,859	$ 369,987	$ 475,366
Indigent Medical Service			
Salaries & Wages	$ 297,243	$ 331,848	$ 430,329
Fringe Benefits	92,165	133,384	182,040
Materials & Supplies	684,307	805,812	862,463
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,677,532	3,684,080	3,701,056
Total	$ 4,751,247	$ 4,955,124	$ 5,175,888

HEALTH & WELFARE
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Mosquito Control			
Salaries & Wages	$ 772,747	$ 838,299	$ 1,072,243
Fringe Benefits	385,863	402,954	512,863
Materials & Supplies	597,557	680,137	1,006,800
Maintenance & Utilities	49,880	59,213	79,650
Miscellaneous Services	20,349	32,651	31,118
Total	$ 1,826,396	$ 2,013,254	$ 2,702,674
Emergency Management			
Salaries & Wages	$ 168,929	$ 176,220	$ 194,747
Fringe Benefits	49,576	51,744	76,554
Materials & Supplies	70	70	300
Maintenance & Utilities	-	-	200
Miscellaneous Services	-	-	350
Total	$ 218,575	$ 228,034	$ 272,151
Tobacco Settlement			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	200,000	200,000	220,000
Total	$ 200,000	$ 200,000	$ 220,000

MAINTENANCE – EQUIPMENT & STRUCTURES

Maintenance – Equipment & Structures includes Courthouse & Annexes, Port Arthur Buildings, Mid-County Buildings, Road & Bridge Precincts, Engineering, Parks & Recreation, GIS, and Service Center.

Courthouse & Annexes, Port Arthur Buildings, and Mid-County Buildings – responsible for building services of Jefferson County. These departments direct activities associated with building maintenance and communications. Building Maintenance is responsible for structural maintenance and repair of the County's buildings, including electrical, heating, air conditioning, roofing, and mechanical systems. Communications includes the maintenance of the County's internal telephone system.

Road & Bridge Precincts – represents the expenditures associated with the maintenance of the County roads. There are four Road and Bridge Precincts, which are governed by the elected Commissioner of each precinct. Each Commissioner is elected to a four-year term by the voters of each precinct, and serves with the County Judge to make up the Commissioners' Court.

Engineering – responsible for the acquisition of land and the design and construction of capital improvement projects involving roadways, bridges, drainage systems, and buildings. Engineering updates and maintains the various maps and files of County owned properties and ROW, and manages inter-local agreements for engineering and construction projects. This department provides survey work for the County.

Parks and Recreation – represents expenditures associated with maintenance of the County parks, boat ramps, and beach cleaning.

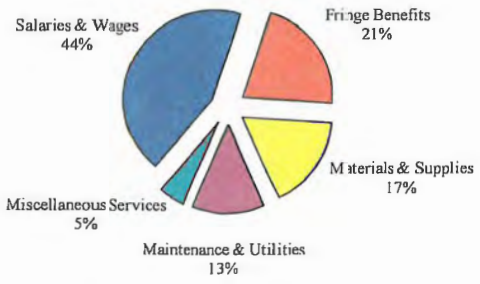
GIS – represents expenditures associated with data collection using geographic information system technology in an effort to provide more efficient processes.

Service Center – represents expenditures associated with maintenance of all County owned vehicles.

MAINTENANCE - EQUIPMENT & STRUCTURES
DEPARTMENT SUMMARY

DEPARTMENTS	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Courthouse & Annexes	$ 2,441,377	$ 2,670,588	$ 3,059,227
Port Arthur Buildings	805,693	847,615	951,134
Mid-County Buildings	237,809	248,944	257,015
Road & Bridge Pct. #1	1,496,481	1,878,331	2,056,965
Road & Bridge Pct. #2	1,628,687	1,779,499	2,031,152
Road & Bridge Pct. #3	1,867,810	1,976,283	2,283,955
Road & Bridge Pct. #4	1,832,485	1,997,793	2,345,739
Engineering	1,008,665	911,934	1,043,671
Parks & Recreation	142,194	184,012	227,068
GIS	-	216,377	234,325
Service Center	1,109,434	1,437,777	1,389,489
Total	$ 12,570,635	$ 14,149,153	$ 15,879,740

APPROPRIATIONS CATEGORY	APPROVED 2022-2023
Salaries & Wages	$ 6,957,185
Fringe Benefits	3,349,825
Materials & Supplies	2,716,625
Maintenance & Utilities	2,113,142
Miscellaneous Services	742,963
Total	$ 15,879,740



PERSONNEL SUMMARY

	Elected Official	Clerical, Administrative & Fiscal	Law Enforcement	Labor, Trades & Maintenance	Nursing & Public Health	Human & Social Services	Other Un-Classified or Contract	TOTAL
Courthouse & Annexes	-	2	-	12	-	-	-	14
Port Arthur Buildings	-	1	-	6	-	-	-	7
Mid-County Buildings	-	-	-	1	-	-	-	1
Road & Bridge Pct. #1	1	1	-	11	-	-	-	13
Road & Bridge Pct. #2	1	1	-	14	-	-	-	16
Road & Bridge Pct. #3	1	1	-	14	-	-	-	16
Road & Bridge Pct. #4	1	2	-	14	-	-	1	18
Engineering	-	1	-	7	-	-	-	8
Parks & Recreation	-	-	-	-	-	-	-	-
GIS	-	-	-	2	-	-	-	2
Service Center	-	-	-	4	-	-	-	4
Total	4	9	-	85	-	-	1	99

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Courthouse & Annexes			
Salaries & Wages	$ 618,826	$ 689,008	$ 851,705
Fringe Benefits	325,452	356,464	428,680
Materials & Supplies	75,217	84,204	90,500
Maintenance & Utilities	1,044,303	1,141,210	1,285,977
Miscellaneous Services	377,579	399,702	402,365
Total	$ 2,441,377	$ 2,670,588	$ 3,059,227
Port Arthur Buildings			
Salaries & Wages	$ 350,438	$ 378,030	$ 424,058
Fringe Benefits	165,413	171,520	207,097
Materials & Supplies	24,047	30,102	18,914
Maintenance & Utilities	150,922	152,690	182,565
Miscellaneous Services	114,873	115,273	118,500
Total	$ 805,693	$ 847,615	$ 951,134
Mid-County Buildings			
Salaries & Wages	$ 78,725	$ 90,564	$ 88,847
Fringe Benefits	40,671	38,028	35,829
Materials & Supplies	2,862	2,367	3,900
Maintenance & Utilities	60,156	61,199	71,300
Miscellaneous Services	55,395	56,786	57,139
Total	$ 237,809	$ 248,944	$ 257,015
Road & Bridge Pct. #1			
Salaries & Wages	$ 796,948	$ 837,197	$ 946,877
Fringe Benefits	380,287	394,756	463,553
Materials & Supplies	245,172	522,530	559,320
Maintenance & Utilities	52,177	63,834	68,300
Miscellaneous Services	21,897	60,014	18,915
Total	$ 1,496,481	$ 1,878,331	$ 2,056,965
Road & Bridge Pct. #2			
Salaries & Wages	$ 920,343	$ 973,926	$ 1,110,251
Fringe Benefits	467,248	464,124	552,626
Materials & Supplies	189,137	280,023	279,455
Maintenance & Utilities	42,797	50,489	73,500
Miscellaneous Services	9,162	10,937	15,320
Total	$ 1,628,687	$ 1,779,499	$ 2,031,152
Road & Bridge Pct. #3			
Salaries & Wages	$ 967,919	$ 992,292	$ 1,110,501
Fringe Benefits	486,342	499,576	545,535
Materials & Supplies	334,411	384,147	526,799
Maintenance & Utilities	70,313	88,222	84,300
Miscellaneous Services	8,825	12,046	16,820
Total	$ 1,867,810	$ 1,976,283	$ 2,283,955

MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Road & Bridge Pct. #4			
Salaries & Wages	$ 953,487	$ 1,014,137	$ 1,257,082
Fringe Benefits	451,170	484,804	576,867
Materials & Supplies	216,713	316,242	378,700
Maintenance & Utilities	179,298	145,689	82,250
Miscellaneous Services	31,817	36,921	50,840
Total	$ 1,832,485	$ 1,997,793	$ 2,345,739
Engineering			
Salaries & Wages	$ 675,865	$ 600,882	$ 686,962
Fringe Benefits	301,554	274,232	312,616
Materials & Supplies	18,064	19,266	24,399
Maintenance & Utilities	1,513	970	1,100
Miscellaneous Services	11,669	16,584	18,594
Total	$ 1,008,665	$ 911,934	$ 1,043,671
Parks & Recreation			
Salaries & Wages	$ 34,920	$ 46,653	$ 47,199
Fringe Benefits	9,628	12,997	13,192
Materials & Supplies	39,780	54,477	86,038
Maintenance & Utilities	40,559	45,330	51,900
Miscellaneous Services	17,307	24,555	28,739
Total	$ 142,194	$ 184,012	$ 227,068
GIS			
Salaries & Wages	$ -	$ 140,053	$ 153,665
Fringe Benefits	-	52,896	69,100
Materials & Supplies	-	18,498	7,450
Maintenance & Utilities	-	-	50
Miscellaneous Services	-	4,930	4,060
Total	$ -	$ 216,377	$ 234,325
Service Center			
Salaries & Wages	$ 237,780	$ 266,268	$ 280,038
Fringe Benefits	120,527	134,268	144,730
Materials & Supplies	539,864	792,787	741,150
Maintenance & Utilities	202,129	233,919	211,900
Miscellaneous Services	9,134	10,535	11,671
Total	$ 1,109,434	$ 1,437,777	$ 1,389,489

CAPITAL OUTLAY

Capital Outlay is the detail of all capital equipment purchases approved by Commissioners' Court for the fiscal year. All capital equipment purchases not listed require a budget amendment approved by the Court.

CAPITAL OUTLAY
DEPARTMENT SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
DEPARTMENTS			
Tax Assessor-Collector	$ 23,036	$ 1,061	$ -
Human Resources	-	-	7,100
County Auditor	3,714	4,476	6,000
County Clerk	-	1,517	-
County Judge	4,464	3,402	-
Risk Management	3,413	-	-
County Treasurer	3,061	-	-
Printing	-	-	1,100
Purchasing Agent	-	-	-
General Services	457,860	-	-
Management Information Systems	895,942	1,006,178	1,132,499
Voters Registration Department	-	-	-
Elections Department	-	7,380	5,500
Veterans Services	-	-	-
District Attorney	7,600	33,864	23,480
District Clerk	3,391	1,860	1,100
District Courts	30,678	4,030	1,100
Jury Fund	1,432	-	-
Justice of the Peace	-	-	-
County Courts at Law	4,754	-	1,600
Court Master	-	-	-
Dispute Resolution Center	5,325	-	-
Community Supervision	2,863	8,692	5,511
Sheriff	218,451	358,796	47,800
Crime Laboratory	3,324	51,257	-
Jail	184,533	369,866	408,295
Juvenile Probation	-	-	2,200
Juvenile Detention Home	-	-	-
Constables	90,402	127,788	-
County Morgue	-	-	-
Agricultural Extension Service	1,251	1,695	1,800
Health & Welfare Unit 1	-	10,684	5,500
Health & Welfare Unit 2	-	3,856	5,500
Nurse Practitioner	-	-	-
Environmental Control	-	-	5,500
Indigent Medical Services	-	8,100	-
Emergency Management	-	-	2,200
Mosquito Control	8,760	-	-
Courthouse & Annexes	12,455	286,275	39,448
Port Arthur Buildings	32,945	81,443	17,000
Mid-County Buildings	-	-	-
Road & Bridge Pct. #1	142,137	448,252	4,400
Road & Bridge Pct. #2	142,219	268,702	1,476
Road & Bridge Pct. #3	36,732	185,439	19,300
Road & Bridge Pct. #4	61,172	289,145	25,113
Engineering	35,600	5,068	-
Parks & Recreation	-	-	-
GIS	-	5,429	1,600
Service Center	-	32,219	10,000
Total Capital Outlay	$ 2,417,514	$ 3,606,474	$ 1,782,122

CAPITAL OUTLAY
DIVISION SUMMARY

Human Resources				
120-1012-415-60-02	5 - COMPUTERS	$ 5,500		
120-1012-415-60-02	1 - LAPTOP	1,600		
			$	7,100
County Auditor				
120-1013-415-60-02	4 - COMPUTERS	4,400		
120-1013-415-60-02	1 - LAPTOP	1,600		
			$	6,000
Printing				
120-1018-419.60-02	1 - COMPUTER	1,100		
				1,100
Management Information Systems				
120-1025-415-60-02	1 - DELL EMC SERVER	32,031		
120-1025-415-60-02	2 - DELL POWEREDGE R440 SERVERS - REPLACE	10,894		
120-1025-415-60-02	1 - DELL STORAGE SERVER (SAN) UPGRADE - MORE SPACE	27,788		
120-1025-415-60-02	ALCATEL 10 GB SWITCH (MAIN CRTHSE)-LICENSES/MODULE	9,065		
120-1025-415-60-02	ALCATEL 10 GB SWITCH (MAIN) OPTICS	6,156		
120-1025-415-60-02	CISCO CATALYST ROUTER & 48 PORT POE SWITCH	61,320		
120-1025-415-60-02	SAN SUPPORT/MAINTENANCE - RENEWAL	2,800		
120-1025-415-60-02	3 - LAPTOP - HIGH END	4,650		
120-1025-415-60-02	5 - HIGH END COMPUTERS	9,770		
120-1025-415-60-02	WIRELESS ACCESS POINTS - INCREASE NETWORK	2,000		
120-1025-415-60-02	1 - RACK MOUNT UPS	4,176		
120-1025-415-60-02	BATTERIES FOR HIGH END UPS FOR THE PHONE SYSTEM	1,600		
120-1025-415-60-53	IBM SOFTWARE SUBSCRIPTION - RENEW	3,275		
120-1025-415-60-53	MICRO FOCUS (RUMBA) SITE LICENSE RENEW	2,111		
120-1025-415-60-53	HAWKEYE-PATHFINDER - PROGRAMMING AS400 - RENEW	750		
120-1025-415-60-53	WATCHGUARD FIREWALL SW SUITE - RENEW	13,470		
120-1025-415-60-53	BARRICUDA - BACKUP SERVERS - RENEW	15,000		
120-1025-415-60-53	LINOMA GOANYWHERE MAINTENANCE - FTP TRANSFER-RENEW	1,473		
120-1025-415-60-53	PEERNET TIFF IMAGE PRINTER SOFTWARE - SERVER-RENEW	850		
120-1025-415-60-53	EVERGREEN ISERIES REPORT DOWNLOADER - RENEW	350		
120-1025-415-60-53	SITEIMPROVE WEB SITE DEVELOPMENT - RENEW	2,900		
120-1025-415-60-53	PER-ZIP ADDRESS VERIFICATION - RENEW	3,348		
120-1025-415-60-53	PITNEY-BOWES ADDRESS VERIFICATION - RENEW	3,000		
120-1025-415-60-53	SPOTLIGHT ON SQL SERVER ENTERPRISE - 2- RENEW	937		
120-1025-415-60-53	SMS MESSAGING SERVER-USED BY JURY SYSTEM TXT MESSA	261		
120-1025-415-60-53	SOLARWINDS SUPPORT/UPDATE - LAN/WAN	902		
120-1025-415-60-53	BACKUP EXEC - BACKUP FOR PHONE SYSTEM - RENEW	1,400		
120-1025-415-60-53	HELP SYSTEM - POWERTECH MAINTENANCE FOR AS/400 ANTIVIRUS AND EXIT POINT LOCK DOWN	4,942		
120-1025-415-60-53	TYLER TECHNOLOGIES SAAS FEE - FEE FOR SOFTWARE - COURTS, JAIL, DA, COUNTY CLERK, JP, & CONSTABLES	725,000		
120-1025-415-60-53	SOPHOS ENDPOINT SECURITY-REPLACES NORTON-1100 USER	30,701		
120-1025-415-60-53	QUEST TOAD RENEWAL	740		
120-1025-415-60-53	KNOWBE4 RENEWAL	13,629		
120-1025-415-60-53	MERIPLEX FORTINET MONITORED SIEM - NEW	50,000		
120-1025-415-60-53	OFFICE 365 LICENSES	62,844		
120-1025-415-60-53	STEEPMEADOW OFFICE 365 INSTALLATION	12,500		
120-1025-415-60-53	VPN WATCHGUARD LICENSES	4,000		
120-1025-415-60-53	BOXCAST (STREAMING SERVICE FOR COMM COURT)	1,266		
120-1025-415-60-53	SPS VAR TOTAL CARE RECOVERY	4,600		
				1,132,499
Elections Department				
120-1034-414-60-02	5 - COMPUTERS	5,500		
				5,500
District Attorney				
120-2030-412-60-02	8 - ADOBE PRO	3,980		
120-2030-412-60-02	1 - LAPTOP	1,600		
120-2030-412-60-02	3 - COMPUTERS	3,300		
120-2030-412-60-02	7 - LAPTOPS & DOCKING STATION - INVESTIGATORS	14,600		
				23,480

CAPITAL OUTLAY
DIVISION SUMMARY

District Clerk			
120-2031-412-60-02	1 - COMPUTER	1,100	
			1,100
317th District Court			
120-2039-412-60-02	1 - COMPUTER	1,100	
			1,100
County Court at Law #2			
120-2052-412-60-02	1 - LAPTOP	1,600	
			1,600
Community Supervision			
120-3058-424-60-09	22 - PANIC BUTTONS - SECURITY UPGRADES - PORT ARTHUR	5,511	
			5,511
Sheriff's Office			
120-3059-421-60-02	11 - COMPUTERS	12,100	
120-3059-421-60-02	3 - COMPUTERS FOR PATROL	4,500	
120-3059-421-60-07	3 - K-9 KENNEL REPLACEMENTS FOR TAHOES	8,700	
120-3059-421-60-07	MRAP VEHICLE MAINTENANCE	4,000	
120-3059-421-60-14	3 - LIVESTOCK - 12'X20X LOAFING SHEDS	8,500	
120-3059-421-60-18	COBAN IN-CAR REPAIR	10,000	
			47,800
Jail			
120-3062-423-60-02	11 - SCANNERS - TYLER	5,100	
120-3062-423-60-02	6 - SIGNATURE PADS - TYLER	2,915	
120-3062-423-60-02	10 - COMPUTERS	11,000	
120-3062-423-60-02	5 - INDOOR CAMERAS	2,483	
120-3062-423-60-02	5 - OUTDOOR CAMERAS	4,195	
120-3062-423-60-02	2 - NETWORK VIDEO RECORDS	18,707	
120-3062-423-60-02	LICENSE FOR CAMERAS & NETWORK VIDEO RECORDERS	9,070	
120-3062-423-60-13	REPLACE WATER TOWER FILL AND DRIFT ELIMINATORS FOR THE COOLING TOWER	61,550	
120-3062-423-60-14	NEW GAS LINES FOR THE KITCHEN	6,720	
120-3062-423-60-14	HOOD SUPPRESSION SYSTEM FOR VENT-A-HOOD KITCHEN	12,500	
120-3062-423-60-14	REPLACEMENT SHROUDS FOR PURGE FANS P&Q DORM	30,400	
120-3062-423-60-14	SECURITY FENCINGS FOR P&Q DORM	18,200	
120-3062-423-60-14	ROOF REPAIR M&N DORM	17,900	
120-3062-423-60-14	FENCING REPAIRS AND ADDITIONAL FENCING -FACILITY	40,000	
120-3062-423-60-18	1 - WASHING MACHINE	10,755	
120-3062-423-60-18	1 - DRYER	6,910	
120-3062-423-60-18	1 - GOLF CART	6,205	
120-3062-423-60-18	30 - WEARABLE CAMERAS	40,185	
120-3062-423-60-53	SCHEDULING SOFTWARE - RENEWAL	28,500	
120-3062-423-60-53	FEE AND INMATE TRACKING PROGRAM - NEW	75,000	
			408,295
Juvenile Probation			
120-3063-424-60-02	2 - COMPUTERS	2,200	
			2,200
Agriculture Extension Services			
120-4071-461-60-02	3 - COMPUTERS - COST SHARE	1,800	
			1,800
Health & Welfare I			
120-5074-441-60-02	5 - COMPUTERS	5,500	
			5,500
Health & Welfare II			
120-5075-441-60-02	5 - COMPUTERS	5,500	
			5,500
Environmental Control			
120-5078-446-60-02	5 - COMPUTERS	5,500	
			5,500

CAPITAL OUTLAY
DIVISION SUMMARY

Emergency Management			
120-5080-429-60-02	2 - COMPUTERS	2,200	
			2,200
Courthouse & Annexes			
120-6083-416-60-02	3 - COMPUTERS	3,300	
120-6083-416-60-03	6" CONCRETE FLOOR IN FREIGHT ELEVATOR SHAFT W/ BOX DRAIN	4,634	
120-6083-416-60-03	COURTHOUSE CAFE - REHAB	16,104	
120-6083-416-60-03	REPLACE COUNTY CLERK CARPET, ADA THRESHOLD & MOLD	11,230	
120-6083-416-60-03	EXPANSION OF COURTHOUSE SECURITY BOOTH	4,180	
			39,448
Port Arthur Buildings			
120-6084-416-60-18	1 - 61 IN 40 HP RIDING ZERO TURN MOWER	17,000	
			17,000
Road & Bridge Pct. #1			
111-0109-431-60-02	4 - COMPUTERS	4,400	
			4,400
Road & Bridge Pct. #2			
112-0208-431-60-02	1 - COMPUTER	1,100	
112-0209-431-60-02	1 - UPGRADE COMPUTER	376	
			1,476
Road & Bridge Pct. #3			
113-0308-431-60-14	CARPORT FOR GENERATOR	8,000	
113-0309-431-60-02	1 - LAPTOP	1,600	
113-0309-431-60-02	2 - COMPUTERS	2,200	
113-0309-431-60-18	1 - AIR COMPRESSOR	7,500	
			19,300
Road & Bridge Pct. #4			
114-0409-431-60-02	2 - COMPUTERS	2,200	
114-0409-431-60-35	6 - MOBILE RADIOS	22,913	
			25,113
GIS			
115-0515-431-60-02	1 - LAPTOP	1,600	
			1,600
Service Center			
120-8095-417-60-18	1 - FUEL DISPENSER FOR AIRPORT FUEL TANK	10,000	
			10,000
Total Capital Outlay			$ 1,782,122

SPECIAL PURPOSE FUNDING

Special Purpose Funding is used to account for expenditures that are non-operational or non-departmental in nature. Transfers to other funds include transfers to Special Revenue Funds, Capital Projects Funds, Jack Brooks Regional Airport Enterprise Fund, and to Ford Park Enterprise Fund to provide for improvements and operational expenditures. Contingency Appropriations are also noted here.

SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
DEPARTMENTS			
Contingency Appropriation			
General Fund	$ -	$ -	$ 900,000
Total Contingency Appropriation	$ -	$ -	$ 900,000
Transfers Out			
General Fund	$ 2,603,219	$ 2,749,881	$ 2,974,914
Total Transfers Out	$ 2,603,219	$ 2,749,881	$ 2,974,914

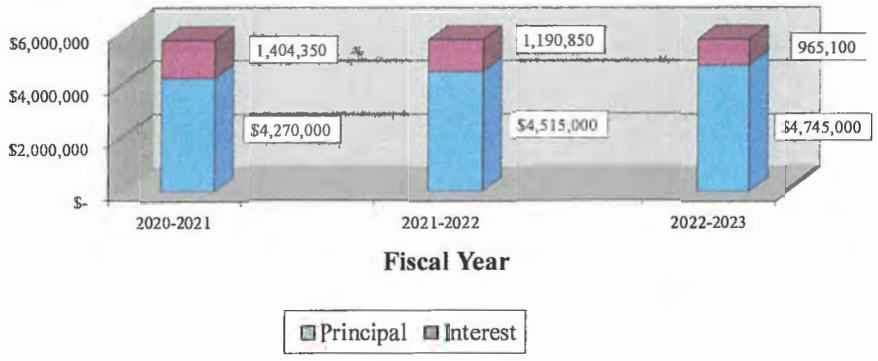
JEFFERSON COUNTY
TEXAS

DEBT SERVICE

DEBT SERVICE FUND
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
REVENUES			
Property Taxes	$ 5,902,107	$ 5,686,762	$ 5,466,999
Interest	5,250	9,000	20,600
Total Revenues	$ 5,907,357	$ 5,695,762	$ 5,487,599
OTHER SOURCES			
Transfers In	$ -	$ -	$ -
Total Other Sources	$ -	$ -	$ -
Total Revenues & Other Sources	$ 5,907,357	$ 5,695,762	$ 5,487,599
EXPENDITURES			
Principal Payments	$ 4,270,000	$ 4,515,000	$ 4,745,000
Interest Payments	1,404,350	1,190,850	965,100
Transaction Fees	3,550	3,550	5,000
Total Expenditures	$ 5,677,900	$ 5,709,400	$ 5,715,100
OTHER USES			
Transfers Out	$ -	$ -	$ -
Total Other Uses	$ -	$ -	$ -
Total Appropriations	$ 5,677,900	$ 5,709,400	$ 5,715,100
BEGINNING FUND BALANCE	$ 205,094	$ 434,551	$ 420,913
ENDING FUND BALANCE	$ 434,551	$ 420,913	$ 193,412
RESERVED FOR DEBT SERVICE	$ 434,551	$ 420,913	$ 193,412

Principal & Interest Payments



DEBT SERVICE FUND

SUMMARY OF ANNUAL DEBT SERVICE REQUIREMENTS

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL
2023	$ 4,745,000	$ 965,100	$ 5,710,100
2024	4,930,000	727,850	5,657,850
2025	5,100,000	567,850	5,667,850
2026	665,000	402,150	1,067,150
2027	700,000	368,900	1,068,900
2028	735,000	333,900	1,068,900
2029	775,000	297,150	1,072,150
2030	795,000	273,900	1,068,900
2031	820,000	250,050	1,070,050
2032	845,000	225,450	1,070,450
2033	870,000	200,100	1,070,100
2034	895,000	174,000	1,069,000
2035	925,000	147,150	1,072,150
2036	950,000	119,400	1,069,400
2037	980,000	90,900	1,070,900
2038	1,010,000	61,500	1,071,500
2039	1,040,000	31,200	1,071,200
	$ 26,780,000	$ 5,236,550	$ 32,016,550

DEBT SERVICE FUND
SUMMARY OF TOTAL INDEBTEDNESS

ISSUE	MATURITY DATE	ORIGINAL ISSUE	MATURITIES	OUTSTANDING 10/1/2022
2012 Refunding - General Obligation	2025	$ 47,305,000	$ 34,345,000	$ 12,960,000
2019 Certificates of Obligation	2039	15,395,000	1,575,000	13,820,000
Total				$ 26,780,000

COMPUTATION OF LEGAL DEBT MARGIN

Assessed Value of Real Property		$21,571,349,624
Assessed Value of All Taxable Property		$28,619,947,685

Bonds Issued Under Article III,
Section 52 of the Texas Constitution:

The County is authorized under Article III, Section 52 of the State Constitution to issue bonds payable from ad valorem taxes for the construction and maintenance of roads. There is no constitutional or statutory limit as to the rate on bonds issued pursuant to such constitutional provision. However, the amount of bonds which may be issued is limited to 25% of the assessed valuation of real property in the County.

Debt Limit, 25% of Real Property Assessed Value		$ 5,392,837,406
Amount of Debt Applicable to Constitutional Debt Limit:		
Total Bonded Applicable Debt	$ 26,780,000	
Less Amount Available in Debt Service Fund	420,913	26,359,087
LEGAL DEBT MARGIN, BONDS ISSUED UNDER ARTICLE III, SECTION 52 OF THE TEXAS CONSTITUTION		$ 5,366,478,319

Bonds Issued Under Article VIII, Section 9:

In addition to unlimited tax bonds, the County may issue statutorily authorized bonds payable from the proceeds of a limited ad valorem tax provided for in Article VII, Section 9 of the State Constitution. Such constitutional provision provides that a County is limited to an ad valorem tax rate of $0.80 per $100 of assessed valuation for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.

Certain of the County's bonds payable from such limited tax may be issued under the provisions of Government Code 1301.003 (c). The principal amount of all bonds which may be issued under the provision of such Code is limited in the aggregate to 5% of the assessed valuation. The debt limit under Government Code 1301.003 (c) is approximately $1,430,997,384 compared to applicable bonds outstanding at October 1, 2022 of $26,780,000.

DEBT SERVICE FUND

SCHEDULE OF CURRENT DEBT SERVICE REQUIREMENTS

ISSUE	BALANCE OUTSTANDING 10/1/2022	PRINCIPAL	INTEREST	FEES	TOTAL	BALANCE OUTSTANDING 10/1/2023
2012 Refunding - General Obligation	$ 12,960,000	$ 4,170,000	$ 472,200	$ 2,500	$ 4,644,700	$ 8,790,000
2019 Certificates of Obligation	13,820,000	575,000	492,900	2,500	1,070,400	13,245,000
	$ 26,780,000	$ 4,745,000	$ 965,100	$ 5,000	$ 5,715,100	$ 22,035,000

SPECIAL REVENUE FUNDS

SPECIAL REVENUE FUNDS
SUMMARY OF REVENUES AND EXPENDITURES

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
REVENUES			
Sales Taxes	$ 1,583,591	$ 1,546,104	$ 1,475,000
Fees	1,722,547	2,073,044	2,016,848
Sales, Rentals & Services	86,111	53,973	26,500
Intergovernmental	2,820,839	3,310,034	3,275,736
Fines & Forfeitures	132,308	246,140	130,000
Interest	27,316	25,750	99,096
Contributions	3,900	3,905	3,900
Total Revenues	$ 6,376,612	$ 7,258,950	$ 7,027,080
OTHER SOURCES			
Transfers In	$ 645,294	$ 654,170	$ 663,767
Total Other Sources	$ 645,294	$ 654,170	$ 663,767
Total Revenues & Other Sources	$ 7,021,906	$ 7,913,120	$ 7,690,847
EXPENDITURES			
General Government	$ 274,424	$ 554,391	$ 665,133
Judicial & Law Enforcement	3,806,311	4,059,331	5,291,522
Education & Recreation	804,391	1,026,354	1,192,608
Maintenance - Equipment & Structures	42,428	70,814	177,346
Capital Outlay	770,281	1,422,643	1,913,100
Total Expenditures	$ 5,697,835	$ 7,133,533	$ 9,239,709
OTHER USES			
Transfers Out	$ 129,853	$ 323,544	$ 20,000
Total Other Uses	$ 129,853	$ 323,544	$ 20,000
Total Appropriations	$ 5,827,688	$ 7,457,077	$ 9,259,709
BEGINNING FUND BALANCE	$ 10,977,540	$ 12,171,758	$ 12,627,801
ENDING AVAILABLE FUND BALANCE	$ 12,171,758	$ 12,627,801	$ 11,058,939

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

Department / Division	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
General Government			
County Clerk - Records Management	$ 157,626	$ 167,500	$ 184,375
County Clerk - Records Archive	66,253	231,827	403,996
County Records Management	50,545	155,064	47,440
Tax Office Auto Dealer	-	-	29,322
Total General Government	$ 274,424	$ 554,391	$ 665,133
Judicial & Law Enforcement			
Breath Alcohol Testing	$ 3,544	$ 11,655	$ 11,650
Security Fee	587,587	538,376	655,743
DWI Pretrial Division	103,371	97,970	107,847
Misdemeanor Pretrial	1,445	1,445	1,750
Veteran's Pretrial	1,444	707	20
Law Officer Training	48,254	70,908	76,350
SCAAP Grant	-	7,200	10,000
D.A.R.E. Contributions	3,401	5,500	8,300
Family Protection Fee Fund	10,500	13,500	3,600
Deputy Sheriff Education	19,399	19,399	25,000
Constable Pct 1 - Education	1,329	2,000	4,000
Constable Pct 2 - Education	-	1,000	1,500
Constable Pct 4 - Education	-	500	1,000
Constable Pct 6 - Education	-	1,200	1,800
Constable Pct 7 - Education	-	500	1,000
Constable Pct 8 - Education	3,917	1,150	3,564
J.P. Courtroom Technology Fee	2,535	2,763	20,000
District Clerk - Records Management	15,855	15,204	39,717
Justice Court Building Security	-	-	-
Child Abuse Prevention	-	-	24,000
D.A.'s Forfeiture	55,819	106,000	137,000
Sheriff's Forfeiture	56,736	144,729	218,700
D.A.'s Hot Check	11,679	9,972	37,000
Justice Court Support Fund	-	-	186,000
Court Facility Fund	-	-	20,000
Language Access Fund	-	-	30,000
Local Truancy Prevention	-	-	50,000
Guardianship Fee	1,500	5,000	20,000
Juvenile Delinquency Prevention	-	-	100
County & District Court Technology Fund	2,382	3,000	4,000
District Court Records Technology Fund	52,212	51,121	11,330
Marine Division	2,476,903	2,570,247	3,171,236
Sheriff - Spindletop Grant	346,499	378,285	409,315
Total Judicial & Law Enforcement	$ 3,806,311	$ 4,059,331	$ 5,291,522
Education & Recreation			
Law Library	$ 3,368	$ 3,368	$ 3,360
Hotel Occupancy Tax	801,023	1,022,986	1,189,248
Total Education & Recreation	$ 804,391	$ 1,026,354	$ 1,192,608

SPECIAL REVENUE FUNDS
SUMMARY OF EXPENDITURES BY DIVISION

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Maintenance - Equipment & Structures			
Lateral Road - Precinct 1	$ 23,678	$ 45,000	$ 7,000
Lateral Road - Precinct 2	-	-	10,000
Lateral Road - Precinct 3	-	-	60,000
Lateral Road - Precinct 4	-	8,000	8,000
J C Assistance District 4	18,750	17,814	92,346
	$ 42,428	$ 70,814	$ 177,346
Capital Outlay	$ 770,281	$ 1,422,643	$ 1,913,100
Special Purpose Funding			
Transfers Out	$ 129,853	$ 323,544	$ 20,000
	$ 129,853	$ 323,544	$ 20,000
Total Special Fund Expenditures	$ 5,827,688	$ 7,457,077	$ 9,259,709

SPECIAL REVENUE FUNDS
SUMMARY OF CHANGES IN FUND BALANCE BY FUND

	ESTIMATED BALANCE 10/1/2022	Revenue	Expenditures	PROPOSED BALANCE 9/30/2023
Lateral Road - Precinct 1	$ 4,593	7,385	7,000	$ 4,978
Lateral Road - Precinct 2	114,310	8,390	10,000	112,700
Lateral Road - Precinct 3	261,406	9,675	60,000	211,081
Lateral Road - Precinct 4	43,334	7,765	8,000	43,099
Breath Alcohol Testing	18,405	3,645	11,650	10,400
Security Fee	196,184	665,680	695,743	166,121
Law Library	48,614	130,525	53,360	125,779
DWI Pretrial Diversion	334,149	89,850	107,847	316,152
Misdemeanor Pre-Trial	124,101	25,000	1,750	147,351
Veteran's Pre-Trial Program	20	-	20	-
Law Officer Training	45,919	30,440	76,350	9
County Clerk - Records Management	2,069,668	424,000	999,735	1,493,933
County Clerk - Records Archive	2,078,895	417,600	403,996	2,092,499
SCAAP Grant	61	10,000	10,000	61
County Records Management	290,440	27,700	139,180	178,960
D.A.R.E. Contributions	10,666	4,040	8,300	6,406
Family Protection Fee Fund	3,600	-	3,600	-
Deputy Sheriff Education	36,151	15,220	25,000	26,371
Constable Pct. 1 - Education	3,685	745	4,000	430
Constable Pct. 2 - Education	3,378	630	1,500	2,508
Constable Pct. 4 - Education	7,599	660	1,000	7,259
Constable Pct. 6 - Education	4,552	639	1,800	3,391
Constable Pct. 7 - Education	7,003	660	1,000	6,663
Constable Pct. 8 - Education	2,960	626	3,564	22
Tax Office Auto Dealer	217,239	5,000	129,322	92,917
J.P. Courtroom Technology Fee	182,669	32,200	145,000	69,869
Hotel Occupancy Tax	4,256,321	1,430,800	1,393,748	4,293,373
District Clerk - Records Management	83,093	84,440	99,717	67,816
Justice Court Building Security	216,444	31,750	100,000	148,194
Child Abuse Prevention	25,660	200	24,000	1,860
D.A.'s Forfeiture	464,759	54,400	197,000	322,159
Sheriff's Forfeiture	422,925	102,000	413,700	111,225
D.A.'s Hot Check	45,625	-	37,000	8,625
Justice Court Support Fund	130,075	175,880	186,000	119,955
Court Facility Fund	73,035	80,440	50,000	103,475
Language Access Fund	26,010	34,175	30,000	30,185
J C Assistance District 4	248,930	76,980	92,346	233,564
Local Truancy Prevention	79,718	28,700	50,000	58,418
Guardianship Fee	387,284	40,300	20,000	407,584
Juvenile Delinquency Prevention	103	1	100	4
County & District Court Technology Fund	15,549	5,130	19,000	1,679
District Court Records Technology Fund	15,980	85	11,330	4,735
Marine Division	-	3,217,736	3,217,736	-
Sheriff-Spindletop Grant	26,689	409,755	409,315	27,129
Total	$ 12,627,801	$ 7,690,847	$ 9,259,709	$ 11,058,939

SPECIAL REVENUE FUNDS - GENERAL GOVERNMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
County Clerk - Records Management			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	8,393	5,000	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	149,233	162,500	179,375
Total	$ 157,626	$ 167,500	$ 184,375
County Clerk - Records Archive			
Salaries & Wages	$ 44,422	$ 42,468	$ 99,254
Fringe Benefits	11,167	13,359	27,742
Materials & Supplies	-	1,000	2,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	10,664	175,000	275,000
Total	$ 66,253	$ 231,827	$ 403,996
County Records Management			
Salaries & Wages	$ 16,993	$ 18,516	$ 26,761
Fringe Benefits	4,709	5,148	7,479
Materials & Supplies	1,732	3,500	5,250
Maintenance & Utilities	104	200	300
Miscellaneous Services	27,007	127,700	7,650
Total	$ 50,545	$ 155,064	$ 47,440
Tax Office Auto Dealer			
Salaries & Wages	$ -	$ -	$ 4,941
Fringe Benefits	-	-	1,381
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	13,000
Total	$ -	$ -	$ 29,322

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Breath Alcohol Testing			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,785	2,592	3,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,759	9,063	8,650
Total	$ 3,544	$ 11,655	$ 11,650
Security Fee			
Salaries & Wages	$ 244,748	$ 205,860	$ 263,175
Fringe Benefits	103,664	92,140	126,028
Materials & Supplies	5,688	6,050	6,540
Maintenance & Utilities	-	-	-
Miscellaneous Services	233,487	234,326	260,000
Total	$ 587,587	$ 538,376	$ 655,743
DWI Pretrial Diversion			
Salaries & Wages	$ 61,311	$ 62,129	$ 69,152
Fringe Benefits	38,641	30,156	34,595
Materials & Supplies	3,419	5,685	4,100
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 103,371	$ 97,970	$ 107,847
Misdemeanor Pretrial			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,445	1,445	1,750
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 1,445	$ 1,445	$ 1,750
Veteran's Pretrial Diversion			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	1,444	707	20
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 1,444	$ 707	$ 20
Law Officer Training			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	44,179	45,900	47,850
Maintenance & Utilities	3,575	4,858	5,500
Miscellaneous Services	500	20,150	23,000
Total	$ 48,254	$ 70,908	$ 76,350

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
SCAAP Grant			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	5,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	7,200	5,000
Total	$ -	$ 7,200	$ 10,000
D.A.R.E. Contributions			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	3,401	5,500	8,300
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ 3,401	$ 5,500	$ 8,300
Family Protection Fee Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	10,500	13,500	3,600
Total	$ 10,500	$ 13,500	$ 3,600
Deputy Sheriff Education			
Miscellaneous Services	$ 19,399	$ 19,399	$ 25,000
Total	$ 19,399	$ 19,399	$ 25,000
Constable Pct 1 - Education			
Miscellaneous Services	$ 1,329	$ 2,000	$ 4,000
Total	$ 1,329	$ 2,000	$ 4,000
Constable Pct 2 - Education			
Miscellaneous Services	$ -	$ 1,000	$ 1,500
Total	$ -	$ 1,000	$ 1,500
Constable Pct 4 - Education			
Miscellaneous Services	$ -	$ 500	$ 1,000
Total	$ -	$ 500	$ 1,000
Constable Pct 6 - Education			
Miscellaneous Services	$ -	$ 1,200	$ 1,800
Total	$ -	$ 1,200	$ 1,800
Constable Pct 7 - Education			
Miscellaneous Services	$ -	$ 500	$ 1,000
Total	$ -	$ 500	$ 1,000
Constable Pct 8 - Education			
Miscellaneous Services	$ 3,917	$ 1,150	$ 3,564
Total	$ 3,917	$ 1,150	$ 3,564

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
J.P. Courtroom Technology Fee			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,535	2,763	20,000
Total	$ 2,535	$ 2,763	$ 20,000
District Clerk - Records Management			
Salaries & Wages	$ 9,973	$ 9,456	$ 12,972
Fringe Benefits	2,762	2,628	3,625
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,120	3,120	23,120
Total	$ 15,855	$ 15,204	$ 39,717
Justice Court Building Security			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ -
Child Abuse Prevention			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	24,000
Total	$ -	$ -	$ 24,000
D.A. Forfeiture			
Salaries & Wages	$ 47,536	$ 100,000	$ 120,000
Fringe Benefits	-	-	-
Materials & Supplies	1,985	-	-
Maintenance & Utilities	5,470	5,000	10,000
Miscellaneous Services	828	1,000	7,000
Total	$ 55,819	$ 106,000	$ 137,000
Sheriff's Forfeiture			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	17,260	14,548	54,500
Maintenance & Utilities	11,446	4,035	44,000
Miscellaneous Services	28,030	126,146	120,200
Total	$ 56,736	$ 144,729	$ 218,700

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
D.A.'s Hot Check			
Salaries & Wages	$ -	$ 480	$ 30,000
Fringe Benefits	-	-	-
Materials & Supplies	5,058	3,300	3,000
Maintenance & Utilities	-	-	1,000
Miscellaneous Services	6,621	6,192	3,000
Total	$ 11,679	$ 9,972	$ 37,000
Justice Court Support Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	36,000
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	150,000
Total	$ -	$ -	$ 186,000
Court Facility Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	10,000
Maintenance & Utilities	-	-	10,000
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ 20,000
Language Access Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	30,000
Total	$ -	$ -	$ 30,000
Local Truancy Prevention			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	50,000
Total	$ -	$ -	$ 50,000
Guardianship Fee			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	1,500	5,000	20,000
Total	$ 1,500	$ 5,000	$ 20,000

SPECIAL REVENUE FUNDS - JUDICIAL & LAW ENFORCEMENT
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Juvenile Delinquency Prevention			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	100
Maintenance & Utilities	-	-	-
Miscellaneous Services	-	-	-
Total	$ -	$ -	$ 100
County & District Court Technology Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	2,382	3,000	4,000
Total	$ 2,382	$ 3,000	$ 4,000
District Court Records Technology Fund			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	958	358	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	51,254	50,763	11,330
Total	$ 52,212	$ 51,121	$ 11,330
Marine Division			
Salaries & Wages	$ 1,491,266	$ 1,477,640	$ 1,795,872
Fringe Benefits	639,062	639,164	766,614
Materials & Supplies	154,184	237,434	274,000
Maintenance & Utilities	98,144	119,498	212,500
Miscellaneous Services	94,247	96,511	122,250
Total	$ 2,476,903	$ 2,570,247	$ 3,171,236
Sheriff - Spindletop Grant			
Salaries & Wages	$ 216,849	$ 231,654	$ 251,454
Fringe Benefits	103,093	108,564	117,611
Materials & Supplies	22,763	29,207	32,000
Maintenance & Utilities	3,794	5,860	3,000
Miscellaneous Services	-	3,000	5,250
Total	$ 346,499	$ 378,285	$ 409,315

SPECIAL REVENUE FUNDS - EDUCATION & RECREATION
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Law Library			
Salaries & Wages	$ -	$ -	$ -
Fringe Benefits	-	-	-
Materials & Supplies	-	-	-
Maintenance & Utilities	-	-	-
Miscellaneous Services	3,368	3,368	3,360
Total	$ 3,368	$ 3,368	$ 3,360
Hotel Occupancy Tax			
Salaries & Wages	$ 278,410	$ 278,248	$ 345,096
Fringe Benefits	136,096	137,880	161,230
Materials & Supplies	16,276	10,824	13,700
Maintenance & Utilities	54,574	43,141	46,500
Miscellaneous Services	315,667	552,893	622,722
Total	$ 801,023	$ 1,022,986	$ 1,189,248

SPECIAL REVENUE FUNDS - MAINTENANCE - EQUIPMENT & STRUCTURES
DIVISION SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
Lateral Road - Precinct 1			
Materials & Supplies	$ 23,678	$ -	$ 7,000
Miscellaneous Services	-	45,000	
Total	$ 23,678	$ 45,000	$ 7,000
Lateral Road - Precinct 2			
Materials & Supplies	$ -	$ -	$ 10,000
Total	$ -	$ -	$ 10,000
Lateral Road - Precinct 3			
Materials & Supplies	$ -	$ -	$ 60,000
Total	$ -	$ -	$ 60,000
Lateral Road - Precinct 4			
Materials & Supplies	$ -	$ 8,000	$ 8,000
Total	$ -	$ 8,000	$ 8,000
J C Assistance District 4			
Salaries & Wages	$ 14,261	$ 13,452	$ 17,448
Fringe Benefits	4,317	3,756	4,877
Materials & Supplies	-	-	14,500
Maintenance & Utilities	172	106	43,697
Miscellaneous Services	-	500	11,824
Total	$ 18,750	$ 17,814	$ 92,346

SPECIAL REVENU FUNDS - CAPITAL OUTLAY
DEPARTMENT SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
DEPARTMENTS			
County Clerk - Records Management	$ 9,018	$ 148,036	$ 815,360
County Clerk - Records Archive	-	-	-
County Records Management	13,351	173,232	91,740
Tax Office Auto Dealer	-	15,000	100,000
Breath Alcohol Testing	-	-	-
Security Fee	11,987	25,000	40,000
DWI Pretrial Division	2,863	-	-
Law Officer Training	19,900	4,368	-
SCAAP Grant	57,675	48,500	-
D.A.R.E. Contributions	-	-	-
Family Protection Fee Fund	-	-	-
Deputy Sheriff Education	-	-	-
Constable Pct 1 - Education	-	-	-
Constable Pct 2 - Education	-	-	-
Constable Pct 4 - Education	-	-	-
Constable Pct 6 - Education	-	-	-
Constable Pct 7 - Education	-	-	-
Constable Pct 8 - Education	-	-	-
J.P. Courtroom Technology Fee	322,505	225,000	125,000
District Clerk - Records Management	-	-	60,000
Justice Court Building Security	-	10,000	100,000
Child Abuse Prevention	-	-	-
D.A.'s Forfeiture	1,548	4,000	60,000
Sheriff's Forfeiture	138,861	257,000	195,000
D.A.'s Hot Check	1,730	3,950	-
Justice Court Support Fund	-	-	-
Court Facility Fund	-	-	30,000
Language Access Fund	-	-	-
Local Truancy Prevention	-	-	-
Guardianship Fee	-	-	-
Juvenile Delinquency Prevention	-	-	-
County & District Court Technology Fund	1,350	5,000	15,000
District Court Records Technology Fund	-	-	-
Marine Division	143,089	210,000	26,500
Sheriff - Spindletop Grant	-	140,859	-
Law Library	39,553	30,000	50,000
Hotel Occupancy Tax	6,851	122,698	204,500
Lateral Road - Precinct 1	-	-	-
Lateral Road - Precinct 2	-	-	-
Lateral Road - Precinct 3	-	-	-
Lateral Road - Precinct 4	-	-	-
J C Assistance District 4	-	-	-
Total Capital Outlay	$ 770,281	$ 1,422,643	$ 1,913,100

SPECIAL REVENUE FUNDS - SPECIAL PURPOSE FUNDING
DEPARTMENT SUMMARY

	ACTUAL 2020-2021	ESTIMATED 2021-2022	APPROVED 2022-2023
DEPARTMENTS			
Transfers Out			
Sheriff's Forfeiture	$ 8,273	$ -	$ -
Marine Division	121,580	323,544	20,000
Total Transfers Out	$ 129,853	$ 323,544	$ 20,000

CAPITAL PROJECTS

CAPITAL PROJECTS
2022-2023

	BUDGETED 2022-2023	FYTD 2021-2022	ACTUAL 2020-2021	ACTUAL 2019-2020	ACTUAL 2018-2019
Beach Erosion and Dune Restoration	$ 43,738	$ -	$ -	$ 34,190	$ 48,600
Labelle Road/Major Drive Extension	3,313,154	-	-	-	16,100
Courthouse Waterproofing	178,550	-	-	-	-
County Wide Phone System	745,000	256,000	-	-	-
Total Capital Projects	$ 4,280,442	$ 256,000	$ -	$ 34,190	$ 64,700

CAPITAL PROJECTS
2022-2023

Beach Erosion and Dune Restoration

This project consists of engineering and consulting services to assist the County in its efforts to secure funding for large-scale dune restoration from Sabine Pass to High Island. This project has carry-over funding in the amount of $43,738 to complete this project.

Labelle Road/Major Drive Extension

This project consists of rehabilitation of a recently constructed extension of Major Drive from Hwy 124 to Labelle Road. This project is designed to increase the strength of the road in order to handle the heavy truck traffic associated with a nearby private sanitation disposal facility. This project has carry-over funding in the amount of $3,313,154 for 2022-2023.

Courthouse Waterproofing

This project will track the expenditures related to waterproofing the downtown courthouse facility due to water intrusion from past rain events. Funding in the amount of $178,550 is available for 2022-2023 from a prior year transfer from the General Fund.

County Wide Phone System

This project will track the expenditures related to upgrading the County's Phone system. The current system is out of date and replacement parts are not readily available. Funding in the amount of $745,000 is budgeted for 2022-2023 from a reallocation of a prior year transfer from the General Fund.

MISCELLANEOUS

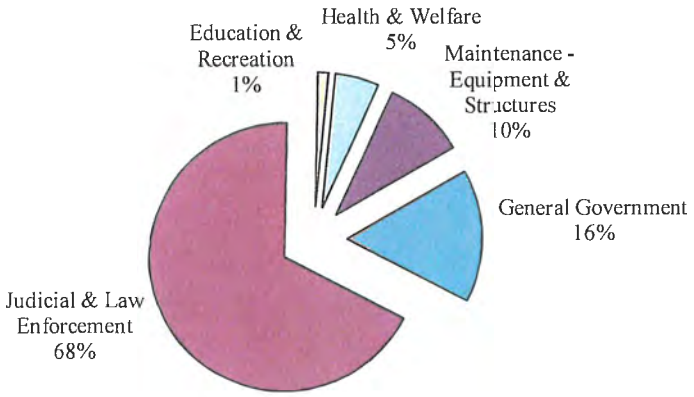
PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY DEPARTMENT

FULL TIME AUTHORIZED POSITIONS

	Fiscal Year		
	2020-2021	2021-2022	2022-2023
GENERAL FUND			
General Government	160	160	160
Judicial & Law Enforcement	651	650	650
Education & Recreation	8	8	8
Health & Welfare	50	53	53
Maintenance - Equipment & Structures	99	99	99
	968	970	970
SPECIAL REVENUE FUNDS			
General Government	-	-	-
Judicial & Law Enforcement	25	26	26
Education & Recreation	5	5	5
Health & Welfare	-	-	-
Maintenance - Equipment & Structures	-	-	-
	30	31	31
TOTAL BUDGETED FUNDS			
General Government	160	160	160
Judicial & Law Enforcement	676	676	676
Education & Recreation	13	13	13
Health & Welfare	50	53	53
Maintenance - Equipment & Structures	99	99	99
	998	1,001	1,001

FY 2022-2023 Personnel



COMPENSATION PLAN

Classified (CCG)

Grade	Minimum	Maximum
27	24,040	36,061
28	24,640	36,961
29	25,257	37,883
30	25,888	38,832
31	26,535	39,803
32	27,199	40,797
33	27,882	41,819
34	28,578	42,865
35	29,290	43,936
36	30,022	45,035
37	30,772	46,161
38	31,544	47,314
39	32,332	48,496
40	33,141	49,710
41	33,969	50,952
42	34,817	52,227
43	35,686	53,532
44	36,580	54,871
45	37,493	56,242
46	38,431	57,647
47	39,393	59,088
48	40,377	60,563
49	41,387	62,080
50	42,421	63,631
51	43,483	65,222
52	44,566	66,852
53	45,682	68,522
54	46,826	70,239
55	47,997	71,992
56	49,194	73,794
57	50,424	75,637
58	51,686	77,529
59	52,980	79,467
60	54,301	81,454
61	55,658	83,491
62	57,054	85,577
63	58,478	87,718
64	59,941	89,909
65	61,437	92,159
66	62,975	94,463
67	64,548	96,824
68	66,163	99,243
69	67,815	101,727
70	69,512	104,267
71	71,250	106,875
72	73,031	109,547
73	74,857	112,286
74	76,729	115,094
75	78,645	117,969
76	80,613	120,917
77	82,629	123,943
78	84,694	127,043
79	86,811	130,216
80	88,980	133,474
81	91,207	136,810
82	93,487	140,230
83	95,822	143,735
84	98,221	147,327
85	100,675	151,014
86	103,193	154,785
87	105,771	158,657
88	108,416	162,623
89	111,124	166,690
90	113,903	170,854

Classified (CCG) (continued)

Grade	Minimum	Maximum
91	116,751	175,126
92	119,667	179,505
93	122,663	183,993
94	125,726	188,591

Other Un-Classified (OTH)

Grade	Minimum	Maximum
1	10,000	200,000

Elected Official (ELE)

Grade	Minimum	Maximum
1	9,000	200,000

Constable's Contract per Hour (CON)

Step	Minimum	Maximum
1	29.9934	29.9934
2	31.7060	31.7060
3	33.0670	33.0670
4	34.4277	34.4277
5	35.6458	35.6458
6	36.8750	36.8750
7	37.9720	37.9720
8	39.0918	39.0918
10	46.2363	46.2363

Law Enforcement Contract per Hour (CLE)

Step	Minimum	Maximum
1	30.3188	30.3188
2	32.2186	32.2186
3	33.6040	33.6040
4	34.9887	34.9887
5	36.2161	36.2161
6	37.4660	37.4660
7	38.5923	38.5923
8	39.1666	39.1666
45	41.8224	41.8224
46	43.8667	43.8667
47	48.3895	48.3895
48	53.0855	53.0855

Detention Contract per Hour (CL2)

Step	Minimum	Maximum
1	21.2507	21.2507
2	24.2481	24.2481
3	25.9074	25.9074
4	27.1727	27.1727
5	29.0811	29.0811
6	29.6723	29.6723
7	30.5641	30.5641
8	31.0205	31.0205
45	37.7618	37.7618
46	40.3998	40.3998
47	44.5649	44.5649
48	48.8900	48.8900

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
Elected Official	ELE	1	39
Clerical, Administrative & Fiscal			
OFFICE ASSISTANT	CCG	34	1
RECEPTIONIST/CLERK	CCG	34	7
OFFICE SPECIALIST	CCG	38	23
SENIOR OFFICE SPECIALIST	CCG	43	14
ADMINISTRATIVE OFFICE SPECIALIST	CCG	46	8
OFFICE MANAGER	CCG	51	1
ELECTIONS MANAGER	CCG	64	1
ADMINISTRATIVE OPERATIONS MANAGER	CCG	59	7
ADMINISTRATIVE MANAGER TO DISTRICT ATTORNEY	CCG	60	1
DEPUTY COUNTY CLERK	CCG	40	14
SENIOR DEPUTY COUNTY CLERK	CCG	43	11
ADMINISTRATIVE DEPUTY COUNTY CLERK	CCG	53	1
CHIEF DEPUTY COUNTY CLERK	CCG	65	1
COUNTY CLERK ADMINISTRATOR	CCG	61	1
SECRETARY	CCG	38	11
SENIOR SECRETARY	CCG	45	13
ADMINISTRATIVE SECRETARY	CCG	50	12
ACCOUNT CLERK	CCG	40	44
SENIOR ACCOUNT CLERK	CCG	43	7
ACCOUNTING TECHNICIAN	CCG	53	7
COURT CLERK	CCG	40	6
SENIOR COURT CLERK	CCG	43	14
ADMINISTRATIVE AID TO COUNTY JUDGE	CCG	53	1
COURT COORDINATOR	CCG	53	21
ASSOCIATE COURT ADMINISTRATOR	CCG	53	11
CHIEF APPELLATE/WRIT DIVISION ASSISTANT	CCG	53	1
COORDINATOR/INDIGENT DEFENSE	CCG	53	1
DEPUTY DISTRICT CLERK	CCG	40	17
ADMINISTRATIVE DEPUTY DISTRICT CLERK	CCG	53	5
CHIEF DEPUTY DISTRICT CLERK	CCG	65	1
SENIOR DEPUTY DISTRICT CLERK	CCG	43	3
SENIOR BUYER	CCG	49	2
ASSISTANT PURCHASING AGENT	CCG	61	1
PURCHASING AGENT	CCG	75	1
CONTRACT SPECIALIST	CCG	55	1
SYSTEM SUPPORT SPECIALIST I	CCG	49	1
SYSTEM SUPPORT SPECIALIST II	CCG	52	1
PERSONAL COMPUTER TECHNICIAN	CCG	49	4
PERSONAL COMPUTER TECHNICIAN II	CCG	52	2

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
ANALYST/PROGRAMMER	CCG	62	1
PROGRAMMER/ANALYST	CCG	65	5
SENIOR PROGRAMMER/ANALYST	CCG	70	2
COMPUTER SYSTEMS ADMINISTRATOR	CCG	68	3
ASSISTANT DIRECTOR OF MIS	CCG	79	1
DIRECTOR OF MIS	CCG	86	1
FINANCIAL TECHNICIANS	CCG	48	6
FINANCIAL ANALYST	CCG	59	3
FINANCIAL MANAGER	CCG	71	3
CHIEF DEPUTY TAX ASSESSOR	CCG	69	1
CHIEF DEPUTY COUNTY TREASURER	CCG	54	1
1ST ASSISTANT COUNTY AUDITOR	CCG	79	1
COUNTY AUDITOR	CCG	91	1
BENEFITS MANAGER	CCG	69	1
SENIOR BENEFITS ANALYST	CCG	56	2
HUMAN RESOURCE ASSISTANT	CCG	48	1
EMP RELATIONS/COMPENSATION MGR	CCG	66	1
DIRECTOR OF HR & RISK MANAGEMENT	CCG	88	1
SENIOR PERSONNEL SPECIALIST	CCG	56	1
VOTING ASSISTANTS	CCG	41	2
Law Enforcement			
TELECOMMUNICATOR	CCG	42	9
SENIOR TELECOMMUNICATOR	CCG	46	1
TELECOMMUNICATION SENIOR SUPERVISOR	CCG	54	1
ASSISTANT EMERGENCY MANAGEMENT COORDINATOR	CCG	57	1
CHIEF DEPUTY SHERIFF	CCG	77	2
JUVENILE DETENTION OFFICER	CCG	42	14
LEAD JUVENILE DETENTION OFFICE	CCG	50	3
JUVENILE DETENTION SUPERINTENDENT	CCG	70	1
COOK	CCG	31	1
FOOD SERVICE MANAGER	CCG	52	1
CRIME LAB TECHNICIAN	CCG	48	2
FORENSIC SCIENTISTS	CCG	69	8
DIRECTOR OF CRIME LAB	CCG	72	1
Labor, Trades & Maintenance			
SIGN FABRICATOR	CCG	42	1
PAINTER	CCG	46	2
CARPENTER	CCG	55	3
PLUMBER	CCG	56	1
HEATING, VENT & AC MECHANIC	CCG	57	2
WELDER	CCG	50	1

PERSONNEL SCHEDULES

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
ELECTRICIAN	CCG	58	2
LEAD PRINTER	CCG	49	1
UTILITY MAINT. WORKER/MULTICRAFT	CCG	40	9
UTILITY MAINT. WORKER - ST&HWY	CCG	44	4
MAINTENANCE TECHNICIAN	CCG	52	1
VAN DRIVER	CCG	36	3
EQUIP OPERATOR/MAINT. WORKER	CCG	47	12
SENIOR EQUIP OPERATOR/MAINT. WORKER	CCG	52	19
AUTOMOBILE MECHANIC	CCG	48	3
HEAVY EQUIPMENT MECHANIC	CCG	53	6
DIRECTOR OF SERVICE CENTER	CCG	59	1
GROUNDSKEEPER	CCG	32	1
BUILDING MAINTENANCE SUPERVISOR	CCG	58	1
SUPERINTENDENT OF BUILDING MAINTENANCE	CCG	62	1
DIRECTOR OF BUILDING MAINTENANCE	CCG	69	1
ROAD FOREMAN	CCG	56	6
ASSISTANT SUPERINTENDENT	CCG	58	2
PRECINCT ROAD SUPERINTENDENT	CCG	69	4
ENGINEERING SPECIALIST	CCG	62	4
SENIOR ENGINEERING SPECIALIST	CCG	67	1
ENGINEERING SUPERINTENDENT	CCG	71	1
DIRECTOR OF ENGINEERING	CCG	86	1
DIRECTOR OF GIS	CCG	68	1
GIS SPECIALIST	CCG	62	1
BOAT MECHANIC	CCG	62	1
AIRCRAFT MECHANIC	CCG	62	1
PILOT/AIRCRAFT MECHANIC	CCG	63	1
PILOT/AVIATION SUPERVISOR	CCG	65	1
PILOT/ MECHANICAL SUPERVISOR	CCG	65	1
HERBICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & MAINT WORKER	CCG	42	2
PESTICIDE APPL & VOTING MACHINE TECH	CCG	43	1
MOSQUITO CONTROL OPERATIONS FOREMAN	CCG	52	2
ENTOMOLOGIST	CCG	62	1
DIRECTOR OF MOSQUITO CONTROL	CCG	75	1
Nursing & Public Health			
PUBLIC HEALTH NURSE	CCG	63	4
ADMINISTRATIVE CLINICAL COORDINATOR/LVN	CCG	56	1
DIRECTOR OF NURSING	CCG	72	2
PHARMACIST	CCG	89	1
NURSE PRACTITIONER	CCG	80	2

BUDGETED FUNDS - SUMMARY BY MAJOR FUNCTION
FULL TIME AUTHORIZED POSITIONS

	Grade		FTE
MEDICAL ASSISTANT	CCG	41	1
PHARMACY TECHNICIAN	CCG	36	2
ENVIRONMENTAL HEALTH INSPECTOR	CCG	52	2
DIRECTOR OF ENVIRONMENTAL CONTROL	CCG	66	1
Human & Social Services			
JUVENILE PROBATION OFFICER	CCG	51	9
JUVENILE CASEWORK SUPERVISOR	CCG	61	4
JUVENILE CASEWORK MANAGER	CCG	67	2
WELFARE CASEWORKER	CCG	49	6
WELFARE CASEWORK SUPERVISOR	CCG	58	2
VETERANS SERVICE SUPERVISOR	CCG	49	1
VETERANS COUNTY SERVICE OFFICER	CCG	60	1
DIRECTOR OF JUV PROB & DETENTION	CCG	85	1
DIRECTOR OF VISITOR'S CENTER	CCG	62	1
CASE AIDE	CCG	43	2
SENIOR CASE MANAGER	CCG	53	1
CASE COORDINATOR	CCG	43	1
DIRECTOR OF DISPUTE RESOLUTION	CCG	69	1
CASEWORK COORDINATOR - FAMILY COURTS	CCG	43	1
Other Un-Classified or Contract			
DETENTION OFFICER	CL2	1-8	216
BAILIFF	CLE	1-8	7
SHERIFF'S DEPUTY	CLE	1-8	87
UNION ADMIN ASSISTANT	CLE	45/47	5
SERGEANT	CL2/CLE	45/65	21
LIEUTENANT	CL2/CLE	46/66	15
CAPTAIN	CL2/CLE	47	14
MAJOR	CL2/CLE	48	2
CONSTABLE DEPUTY	CON	1-10	14
ASSOCIATE JUDGE	OTH	1	1
ATTORNEY	OTH	1	30
INVESTIGATOR	OTH	1	6
EXECUTIVE ASSISTANT	OTH	1	2
ASSISTANT TO COUNTY JUDGE	OTH	1	1
COURT REPORTER	OTH	1	14
EMERGENCY MANAGEMENT COORDINATOR	OTH	1	1
AGRICULTURE EXTENSION AGENT	OTH	1	5
Total			1,001

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

ELECTED COUNTY OFFICIALS

Commissioners' Court	Length of Service	Term Expires
Jeff Branick, County Judge	11 Years	12/31/2022
Vernon Pierce, Commissioner, Pct. 1	1 Year	12/31/2024
Darrell Bush, Commissioner, Pct. 2	1 Year	12/31/2022
Michael "Shane" Sinegal, Commissioner, Pct. 3	13 Years	12/31/2024
Everette "Bo" Alfred, Commissioner, Pct. 4	19 Years	12/31/2022

OTHER ELECTED COUNTY OFFICIALS

Name	Position	Length of Service	Term Expires
Laurie Leister	County Clerk	< 1 Year	12/31/2022
Robert "Bob" Wortham	District Attorney	7 Years	12/31/2022
Allison Getz	Tax Assessor Collector	7 Years	12/31/2024
Charles Hallmark	County Treasurer	3 Years	12/31/2022
Zena Stephens	Sheriff	5 Years	12/31/2024
Jamie Smith	District Clerk	7 Years	12/31/2022
Naomi Doyle	Justice of the Peace Pct. 1 Pl. 1	1 Year	12/31/2024
Benjamin Collins	Justice of the Peace Pct. 1 Pl. 2	3 Years	12/31/2022
Marcus DeRouen	Justice of the Peace Pct. 2	12 Years	12/31/2022
Justin Chesson	Justice of the Peace Pct. 4	< 1 Year	12/31/2022
Ransom "Duce" Jones	Justice of the Peace Pct. 6	15 Years	12/31/2022
James Burnett	Justice of the Peace Pct. 7	19 Years	12/31/2022
Tom Gillam	Justice of the Peace Pct. 8	20 Years	12/31/2022
Jevonne Smith-Pollard	Constable Pct. 1	3 Years	12/31/2024
Christopher Bates	Constable Pct. 2	9 Years	12/31/2024
Charles "Bryan" Werner	Constable Pct. 4	5 Years	12/31/2024
Joseph "Joe" Stevenson	Constable Pct. 6	1 Year	12/31/2024
Robert "Bobby" Adams Jr	Constable Pct. 7	5 Years	12/31/2024
Gene Winston, Jr.	Constable Pct. 8	< 1 Year	12/31/2022
Gerald Eddins	Judge, County Court at Law #1	9 Years	12/31/2024
Terrence Holmes	Judge, County Court at Law #2	5 Years	12/31/2024
Clint Woods	Judge, County Court at Law #3	7 Years	12/31/2022
John Stevens	Judge, Criminal District Court	15 Years	12/31/2022
Jayne "Raquel" West	Judge, 252nd District Court	7 Years	12/31/2022
Wayne "Kent" Walston	Judge, 58th District Court	7 Years	12/31/2022
Justin Sanderson	Judge, 60th District Court	5 Years	12/31/2024
Baylor Wortham	Judge, 136th District Court	5 Years	12/31/2024
Mitch Templeton	Judge, 172nd District Court	3 Years	12/31/2022
Jeffrey "Randy" Shelton	Judge, 279th District Court	15 Years	12/31/2022
Lawrence Thorne	Judge, 317th District Court	23 Years	12/31/2022

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

APPOINTED OFFICIALS

Name	Position	Length of Service	Term Expires
James "Patrick" Swain	County Auditor	26 Years	12/31/2022
Deborah Clark	Purchasing Agent	13 Years	12/31/2022
Michelle Falgout	Engineering	1 Year	
Alex Rupp	Airport	9 Years	
Jose "Joe" Zurita, Jr	Service Center	6 Years	
Greg Keller	Buildings Maintenance - Beaumont	4 Years	
Kenneth Shepherd	Buildings Maintenance - Port Arthur	1 Year	
Vacant	Court Master		
Jeff Ross	MIS	2 Years	
Kara Hawthorn	Dispute Resolution Center	11 Years	
Tyler Fitzgerald	Agricultural Extension Service	1 Year	
Mike White	Emergency Management	4 Years	
Rhonda Conlin	Environmental Control	6 Years	
Dr. Ezea Ede	Health and Welfare Units	1 Year	
Leslie Riggs	Nurse Practitioner	11 Years	
Verenice Rosales	Human Resources & Risk Management	< 1 Year	
Edward Cockrell	Juvenile Probation & Detention	11 Years	
Denise Wheeler	Mosquito Control	3 Years	
Hilary Guest	Veterans Services Offices	20 Years	

CONSULTANTS AND ADVISORS

Certified Public Accountants	Pattillo, Brown, & Hill, LLP Waco, Texas
Co-Bond Counsel	Creighton, Fox, Johnson & Mills PLLC and Germer PLLC Beaumont, Texas
Financial Advisor	U.S. Capital Advisors, Houston, Texas

JEFFERSON COUNTY, TEXAS

MISCELLANEOUS STATISTICS

Date of Creation 1836

Date of Organization 1837

Location
Upper Texas Coast
Component of Beaumont-Port Arthur MSA

County Seat
Beaumont, Texas

Economy Base
Petroleum refining
Production and processing of petrochemicals
Fabrication of steel and steel products
Shipping activity
Manufacture of wood, pulp, food, and feed products
Agriculture
Health care services

Land Area (A) 876.3 square miles

Maintained Roads 373.79

Bond Rating "Aa2" Moody's Investors Service, Inc.
"AA-" Standard & Poor's Ratings Services

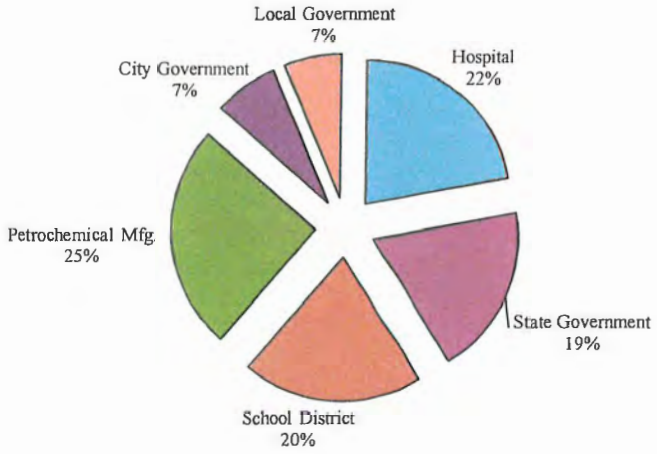
JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Employment Statistics (A)

Fiscal Year	Civilian Labor Force	Total Employment	Total Unemployment	Percent Unemployment
2013	111,085	98,920	12,165	11.0%
2014	110,034	100,799	9,235	8.4%
2015	108,031	100,448	7,583	7.0%
2016	107,546	99,999	7,547	7.0%
2017	106,833	98,895	7,938	7.4%
2018	106,205	99,407	6,798	6.4%
2019	104,653	98,531	6,122	5.8%
2020	104,025	91,569	12,456	12.0%
2021	101,725	91,528	10,197	10.0%
2022 (B)	101,725	94,041	7,684	7.6%

Top Ten Major Employers County (C)

Company	Industry	Employees
State of Texas	State Government	3,340
Christus Health Southeast Texas	Hospital	2,372
Beaumont ISD	School District	2,223
Exxon Mobil Oil Corporation	Petrochemical Mfg.	2,000
Motiva Enterprises	Petrochemical Mfg.	1,659
Memorial Hermann Baptist Hospital	Hospital	1,503
Port Arthur ISD	School District	1,325
City of Beaumont	City Government	1,245
Jefferson County	Local Government	1,125
Valero	Petrochemical Mfg.	779



(A) Source: Labor Market Statistics - Texas Workforce Commission

(B) Average through end of June, 2022 (not finalized).

(C) Source: Local surveys

JEFFERSON COUNTY, TEXAS
MISCELLANEOUS STATISTICS

Population (A)

Year	County	City of Beaumont	City of Port Arthur	Beaumont-Port Arthur MSA
1960	245,659	119,175	66,676	306,016
1970	246,402	117,548	57,371	347,568
1980	250,938	118,102	61,195	375,497
1990	239,397	114,323	58,724	361,226
2000	252,051	113,866	57,755	385,090
2010	252,277	118,296	53,818	388,749
2020	256,526	115,282	56,039	397,565
Current Estimate	253,704	112,556	55,724	395,419

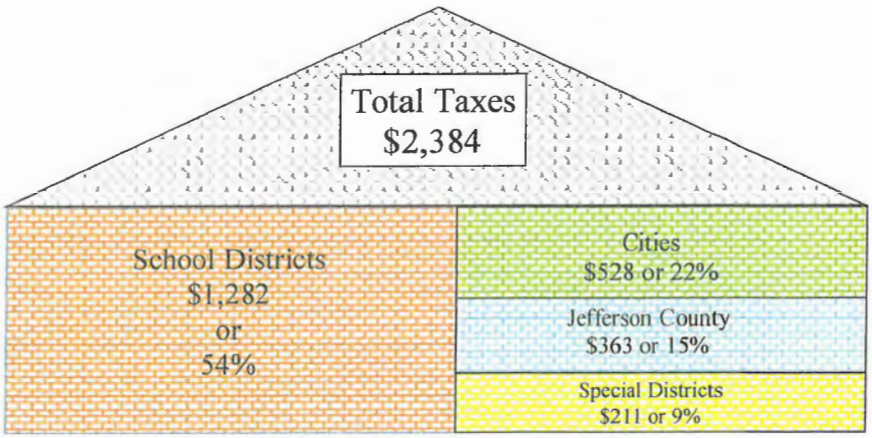
Demographics

Fiscal Year	Population (a)	Per Capita Personal Income (b)	Median Age (a)	School Enrollment (a)
2012	252,802	$ 38,712	35.9	63,371
2013	251,813	$ 38,357	36.0	63,433
2014	252,358	$ 39,958	35.9	63,350
2015	252,235	$ 39,532	35.9	61,768
2016	254,308	$ 42,505	35.9	60,809
2017	254,679	$ 44,965	36.0	59,927
2018	256,299	$ 44,965	36.0	59,927
2019	255,001	$ 48,463	36.0	59,845
2020	256,526	$ 55,797	37.1	59,784
2021	253,704	$ 46,547	36.7	59,784

(A) Source: http://www.census.gov

(B) Source: Texas Workforce Commission

Property Tax Analysis for a $100,000 Home in Tax Year 2021 (A)



County taxes for fiscal year 2021-2022 would be $363.18 for a $100,000 home based on the property tax of .363184¢ per $100 valuation. The County taxes for fiscal year 2022-2023 would be $363.18 for a $100,000 home based on the property tax rate of .363184¢ per $100 valuation.

Ten Year History of Abated Property Tax Values (B)

Tax Year	# of Companies	Value Loss Due to Abatement	Tax Loss	Tax Rate
2012	9	1,196,539,640	$ 4,367,370	0.00365000
2013	9	1,877,188,020	6,851,736	0.00365000
2014	7	1,259,803,019	4,598,281	0.00365000
2015	9	1,280,440,084	4,673,606	0.00365000
2016	17	1,176,803,900	4,295,334	0.00365000
2017	21	1,787,143,387	6,522,662	0.00364977
2018	16	2,206,406,841	8,052,877	0.00364977
2019	17	2,866,898,917	10,463,522	0.00364977
2020	21	3,664,207,285	13,373,514	0.00364977
2021	18	3,144,345,119	11,419,758	0.00363184
			$ 74,618,660	

(A) Source: http://www.jcad.org
(B) Source: http://www.jcad.org/reports_abate.aspx

GLOSSARY OF TERMS

Accrual Basis—A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Actual - Final audited revenue or expenditure data for the fiscal year indicated.

Ad Valorem Tax — A tax levied against the value of real or personal property. Valuations are assessed by Jefferson County Appraisal District.

Allocation—Component of an appropriation earmarking expenditures for a specific purpose and/or level of organization.

Appropriation—A legal authorization to incur obligations and to make expenditures for specific purposes.

Appraisal Value – To make an estimate of value for the purpose of taxation.

Appraisal District – An independent governmental entity responsible for appraising property within a county. The Appraisal District certifies the county assessed valuations.

Assessed Valuation—The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

Asset—Resources owned or held by a government which have monetary value.

Available Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and may be used for general appropriation.

Balanced Budget – According to GAAP a balanced budget is one in which the total expenditures do not exceed the total resources, or total estimated revenues plus reserves.

Bond—A written promise to pay to things: 1) a principle amount on a specified date, and 2) a series of interest payments for the term of the bond.

Bond Rating—Organizations like Standard and Poor's and Moody's rate the riskiness of government-issued securities and gives each security a bond rating.

Bonded Indebtedness – The total amount of principle and interest due on bonds which have been sold to finance capital projects such as streets, bridges, and buildings. The most prevalent types of bonds are general obligation or revenue bonds.

Bond Refunding—The payoff and re-issuance of bonds, to obtain better interest rates and/or bond conditions.

GLOSSARY OF TERMS

Budget—A plan of financial activity for a specified period of time (fiscal year or biennium) indicating all planned revenues and expenses for the budget period.

Budget Amendment – A change in the authorized level of funding for an organization or line item account code that increases the total budget. Ideally, amendments increase total revenues and total expenditures by an equal amount. Amendments are made only with Commissioners' Court approval.

Budgetary Basis—This refers to the basis of accounting used to estimate financing sources and uses in the budget. These generally take one of three forms: GAAP, cash, or modified accrual.

Budget Calendar—The schedule of key dates, which a government follows in the preparation and adoption of the budget.

Budgetary Control—The control or management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources.

Callable – A financing term referring to debt service bonds which means the bonds can be retired, or paid off, earlier than the due date without penalty.

Capital Expenditures – Includes all purchases that will be capitalized, both items purchased within individual departments and purchased with capital project funds. Also includes items formerly classified as capital whose purchase amount is between $5,000 and $9,999.99 for content insurance purposes.

Capital Outlay—(Also known as capital assets) - Fixed assets which meets the estimated useful life and monetary cost criteria and warrants capitalization in the financial statements. All items owned by an organization can rightfully be considered assets, but as a practical matter, organizations do not capitalize all of them. Jefferson County's monetary criteria is $10,000 or more and with a useful life of more than one year.

Capital Project—Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increases their useful life. Also called capital improvements.

Capital Project Fund – A fund used to account for the financial resources designated for major capital acquisitions of construction. Separate funds are required for each capital project per GAAP.

Capitalization – An accounting treatment whereby an item is recorded as an asset on the balance sheet rather than as an expense of the current period.

Cash Basis—A basis of accounting in which transactions are recognized only when cash is increased or decreased.

GLOSSARY OF TERMS

Categorical – A method of accounting for expenditures in summary format (i.e. salaries & wages, fringe benefits, materials & supplies, maintenance & utilities, & miscellaneous services).

Certificates of Obligation – Debt instruments, similar to bonds, sold to the public to finance the county's capital projects. This type of debt is usually repaid in annual installments over a period of 5 – 25 years.

Charges for Services – see Fees of Office.

Contingency—A budgetary reserve set-aside for emergencies or unforeseen expenditures not otherwise budgeted.

Contractual Services—Services rendered to a government by private firms, individuals, or other governmental agencies. Examples include rent, maintenance agreements, and professional consulting services.

Current Taxes – Taxes that are levied and collected prior to being delinquent. The tax year begins October 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue.

Debt Service—The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Debt Service Fund – A fund used to account for the accumulation and disbursement of resources associated with the county's debt obligations. Statutorily separate funds are required for each debt obligation.

Delinquent Taxes – Taxes that remain unpaid at February 1st. Taxes are delinquent on February 1st, after which time penalty and interest charges accrue. Attorney fees are assessed beginning July 1st.

Department (Organization) – The organizational unit which is functioning separately in its delivery of service.

Disbursement—The expenditure of monies from an account.

Employee (or Fringe) Benefits—Contributions made by a government to meet commitments or obligations for employee fringe benefits. Included are the government's share of costs for Social Security and the various pensions, medical, and life insurance plans.

Encumbrance—The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Estimated Revenue – The amount of projected revenue for the fiscal cycle. Projections are generally based on prior experiences or increased fees.

GLOSSARY OF TERMS

Expenditure—The payment of cash on the transfer of property or services for the purpose of acquiring an asset, service, or settling a loss.

Expense—Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest, or other charges.

Fees (Fees of Office) – Revenue charged or charged for services by various county departments to provide a service to the public or another governmental entity.

Fines and Forfeitures – Revenue generated through fines assessed by various courts. Forfeitures are payment as penalty assessed by the Courts through bail bond and property forfeitures.

Fiscal Policy—A government's policies with respect to revenues spending and debt management as these relate to government services, programs, and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year—A twelve-month period designated as the operating year for accounting and budgeting, and financial reporting purposes. Jefferson County's fiscal year is October 1st through September 30th.

Fund—A fiscal entity with revenues and expenses, which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance - The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles (GAAP) – Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Obligation Bond—This type of bond is backed by the full faith, credit, and taxing power of the government.

Goal – A statement of broad direction, purpose, or intent based on the needs of the community. A goal is general and timeless.

Grants – A contribution by a government agency or other organization to support a particular function. Grants may be classified as either operational or capital and they are restricted for specific purposes. Because grants are presented to the Commissioners' Court throughout the year, the grant budgets and accountings are maintained separately from this document.

Hourly—An employee who fills a temporary or short-term position. Such employees provide contingency staffing for government operations during peak workloads or to address temporary staffing needs. Hourly employees are paid on a per-hour basis and receive limited benefits.

GLOSSARY OF TERMS

Interfund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state, and local government sources in the form of grants and shared revenues.

Levy—To impose taxes for the support of government activities.

Line-Item Budget—A budget prepared along departmental lines that focuses on what is to be bought.

Long-Term Debt—Debt with a maturity of more than one year after the date of issuance.

Mandate – A formal order from State authorities to County government to make mandatory.

Maintenance and Utilities— Expenditures made for maintenance of buildings, vehicles and equipment, and utilities such as electricity, water, and gas necessary to conduct departmental operations.

Materials and Supplies—Expendable materials and operating supplies necessary to conduct departmental operations.

Modified Accrual Basis – Revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred.

Non-callable – A financing term referring to debt service bonds which means the bonds cannot be retired, or paid off, earlier than the due date.

Objective—Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

Obligations—Amounts which a government may be legally required to meet out of its resources. They include not only actual liabilities, but also encumbrances not yet paid.

Operating Revenue—Funds that the government receives as income to pay for ongoing operations. It includes such items as taxes, fees from specific services, interest earnings, and grant revenues. Operating revenues are used to pay for day-to-day services.

Operating Expenses—The cost for personnel, materials, and equipment required for a department to function.

Output Indicators – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

GLOSSARY OF TERMS

Other Financing Sources – Includes transfers from other funds, sale of capital assets, insurance proceeds, bond proceeds, and other funding that is not considered to be revenue according to GAAP.

Other Financing Uses – Includes transfers to other funds and other funding that is not considered expenditures according to GAAP.

Pay-as-you-go Basis – A term used to describe a financial policy by which capital outlays are purchased from current resources rather than through borrowing.

Performance Indicators – Specific quantitative and/or qualitative measures of work performed as an objective of specific departments or programs. Data is collected to establish trend patterns concerning workloads and/or determine how effective or efficient a program is in achieving its objectives.

Personal Services—Expenditures for salaries, wages, and fringe benefits of a government's employees.

Program—A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible.

Records Management – This term applies to the management of county records and government documents. Fees are budgeted for collection and expenses for the safeguarding of records according to the Texas Records Management Act.

Reserve—An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order of a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources—Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue—Sources of income financing the operations of government.

Salaries & Wages – The cost of all labor related expenses required for a department to function, including but not limited to salaries, merit, cost of living adjustments, etc.

Source of Revenue—Revenues are classified according to their source or point of origin.

Special Revenue Funds – These funds are set up to keep track of segregated revenue activities.

Statute – A law enacted by the legislative assembly.

Tax Rate – A percentage applies to all taxable property to raise general revenues.

GLOSSARY OF TERMS

Tax Rate Limit – The maximum rate at which a government may levy a tax. The limit may apply to taxes raised for a particular purpose, or to taxes imposed for all purposes, and may apply to a single government, to a class of governments, or to all governments operating in a particular area. Overall tax rate limits usually restrict levies for all purposes and of all governments, state, and local, having jurisdiction in a given area.

Tax Levy—The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Taxes—Compulsory charges levied by a government for the purpose of financing services performed for the common benefit of the people. This term does not include specific charges made against particular persons or property for current or permanent benefit, such as special assessments.

Transfers In/Out—Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

Unencumbered Balance – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

Unreserved Fund Balance—The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

User Charges—The payment of a fee for direct receipt of a public service by the party who benefits from the service.

GLOSSARY OF TERMS

ACROYNMS

AC - Air Conditioning

ADA - American with Disabilities Act

BMT - Beaumont

CCTV - Close Circuit Television

CD - Compact Disc

CEPRA - Coastal Erosion Planning and Response Account

CI - Criminal Investigation

COLA - Cost of Living Increase

CPI - Consumer Price Index

DA - District Attorney

DARE - Drug Abuse Resistance Education

DR - Doctor

DVD - Digital Versatile Disk

FAA - Federal Aviation Administration

FTE - Full-time Equivalent

GAAP - General Accepted Accounting Principles

GC/MC - Gas chromatograph/mass spectrometer

GFOA - Government Finance Officer Association

GIS - Geographic Information System

HP - Hewlett Packard

HP - Horse Power

GLOSSARY OF TERMS

ACROYNMS - continued

HR - Hour

HR - Human Resources

H&W - Health & Welfare

HWY - Highway

IA - Internal Affairs

IBM - International Business Machines

ID - Identification

ISD - Independent School District

JC - Jefferson County

JP - Justice of the Peace

LGC - Local Government Code

LNG - Liquified Natural Gas

LT - Lieutenant

MB - Megabyte

MFG - Manufacturing

MIS - Management Information Systems

MSA - Metropolitan Statistical Area

NO - Number

PA - Port Arthur

PCT - Precinct

RAM – Random Access Memory

GLOSSARY OF TERMS

ACROYNMS - continued

RFP - Request for Proposal

ROW – Right of Way

RTV - Rugged Terrain Vehicle

SCAAP - State Criminal Alien Assistance Program

ST - State

SUV - Sports Utility Vehicle

TXDOT - Texas Department of Transportation

UHF - Ultra High Frequency

US - United States

VOIP - Voice over Internet Protocol

APPENDIX

2022 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

Jefferson County	409-835-8501
Taxing Unit Name	Phone *(area code and number)*
1149 Pearl Street Beaumont, TX 77701	www.co.jefferson.tx.us
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**2021 total taxable value.** Enter the amount of 2021 taxable value on the 2021 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 25,841,501,426
2.	**2021 tax ceilings.** Counties, cities and junior college districts. Enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 1,417,809,777
3.	**Preliminary 2021 adjusted taxable value.** Subtract Line 2 from Line 1.		$ 24,423,691,649
4.	**2021 total adopted tax rate.**		$ 0.363184 /$100
5.	**2021 taxable value lost because court appeals of ARB decisions reduced 2021 appraised value.**		
	A. **Original 2021 ARB values:**	$ 586,245,969	
	B. **2021 values resulting from final court decisions:**	- $ 525,194,595	
	C. **2021 value loss.** Subtract B from A.[3]		$ 61,051,374
6.	**2021 taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **2021 ARB certified value:**	$ 1,000,223,081	
	B. **2021 disputed value:**	- $ 602,696,456	
	C. **2021 undisputed value.** Subtract B from A.[4]		$ 397,526,625
7.	**2021 Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 458,577,999

[1] Tex. Tax Code § 26.012(14)
[2] Tex. Tax Code § 26.012(14)
[3] Tex. Tax Code § 26.012(13)
[4] Tex. Tax Code § 26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 24,882,269,648
9.	**2021 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2021.** Enter the 2021 value of property in deannexed territory. [5]	$ 0
10.	**2021 taxable value lost because property first qualified for an exemption in 2022.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2022 does not create a new exemption or reduce taxable value.	
	A. **Absolute exemptions.** Use 2021 market value: $ 26,859,430	
	B. **Partial exemptions.** 2022 exemption amount or 2022 percentage exemption times 2021 value: + $ 172,786,410	
	C. **Value loss.** Add A and B. [6]	$ 199,645,840
11.	**2021 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2022.** Use only properties that qualified in 2022 for the first time; do not use properties that qualified in 2021.	
	A. **2021 market value:** $ 0	
	B. **2022 productivity or special appraised value:** - $ 0	
	C. **Value loss.** Subtract B from A. [7]	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 199,645,840
13.	**2021 captured value of property in a TIF.** Enter the total value of 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2021 taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 1,383,615
14.	**2021 total value.** Subtract Line 12 and Line 13 from Line 8.	$ 24,681,240,193
15.	**Adjusted 2021 total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 89,638,315
16.	**Taxes refunded for years preceding tax year 2021.** Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2021. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021. [9]	$ 169,515
17.	**Adjusted 2021 levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 89,807,830
18.	**Total 2022 taxable value on the 2022 certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11]	
	A. **Certified values:** $ 28,613,947,685	
	B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office: + $ 28,408,705	
	C. **Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0	
	D. **Tax increment financing:** Deduct the 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2022 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. [12] - $ 1,595,125	
	E. **Total 2022 value.** Add A and B, then subtract C and D.	$ 28,640,761,265

[5] Tex. Tax Code § 26.012(15)
[6] Tex. Tax Code § 26.012(15)
[7] Tex. Tax Code § 26.012(15)
[8] Tex. Tax Code § 26.03(c)
[9] Tex. Tax Code § 26.012(13)
[10] Tex. Tax Code § 26.012(13)
[11] Tex. Tax Code § 26.012, 26.04(c-2)
[12] Tex. Tax Code § 26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13]	
	A. **2022 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 0	
	B. **2022 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 0	
	C. **Total value under protest or not certified.** Add A and B.	$ 0
20.	**2022 tax ceilings.** Counties, cities and junior colleges enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2021 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$ 1,608,084,318
21.	**2022 total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]	$ 27,032,676,947
22.	**Total 2022 taxable value of properties in territory annexed after Jan. 1, 2021.** Include both real and personal property. Enter the 2022 value of property in territory annexed. [18]	$ 0
23.	**Total 2022 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2021. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2021 and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2022. [19]	$ 475,865,736
24.	**Total adjustments to the 2022 taxable value.** Add Lines 22 and 23.	$ 475,865,736
25.	**Adjusted 2022 taxable value.** Subtract Line 24 from Line 21.	$ 26,556,811,211
26.	**2022 NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]	$ 0.338172 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2022 county NNR tax rate. [21]	$ 0.338172 /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**2021 M&O tax rate.** Enter the 2021 M&O tax rate.	$ 0.340686 /$100
29.	**2021 taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 24,882,269,648

[13] Tex. Tax Code § 26.01(c) and (d)
[14] Tex. Tax Code § 26.01(c)
[15] Tex. Tax Code § 26.01(d)
[16] Tex. Tax Code § 26.012(6)(B)
[17] Tex. Tax Code § 26.012(6)
[18] Tex. Tax Code § 26.012(17)
[19] Tex. Tax Code § 26.012(17)
[20] Tex. Tax Code § 26.04(c)
[21] Tex. Tax Code § 26.04(d)

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
30.	**Total 2021 M&O levy.** Multiply Line 28 by Line 29 and divide by $100		$ 84,770,409
31.	**Adjusted 2021 levy for calculating NNR M&O rate.**		
	A. **M&O taxes refunded for years preceding tax year 2021.** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2021. This line applies only to tax years preceding tax year 2021.	+ $ 158,374	
	B. **2021 taxes in TIF.** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2022 captured appraised value in Line 18D, enter 0	– $ 1,042	
	C. **2021 transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0	+/- $ 0	
	D. **2021 M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function	$ 157,332	
	E. Add Line 30 to 31D.		$ 84,927,741
32.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*		$ 26,556,811,211
33.	**2022 NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.		$ 0.319796 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]		
	A. **2022 state criminal justice mandate.** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 9,444,337	
	B. **2021 state criminal justice mandate.** Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies	– $ 8,036,061	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.005302 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.005302 /$100
35.	**Rate adjustment for indigent health care expenditures.** [24]		
	A. **2022 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose	$ 4,786,206	
	B. **2021 indigent health care expenditures.** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose	– $ 2,756,347	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.007643 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.007643 /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code § 26.044
[24] Tex. Tax Code § 26.0441

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]		
	A. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose	$ 1,880,358	
	B. 2021 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose	$ 1,439,053	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.001661 /$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100	$ 0.000270 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000270 /$100
37.	**Rate adjustment for county hospital expenditures.** [26]		
	A. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022	$ 0	
	B. 2021 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0 /$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100	$ 0 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information.		
	A. Amount appropriated for public safety in 2021. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	$ 0	
	B. Expenditures for public safety in 2021. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0 /$100
39.	**Adjusted 2022 NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		$ 0.333011 /$100
40.	**Adjustment for 2021 sales tax specifically to reduce property values.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2021 should complete this line. These entities will deduct the sales tax gain rate for 2022 in Section 3. Other taxing units, enter zero.		
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2021, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	$ 34,452,890	
	B. Divide Line 40A by Line 32 and multiply by $100	$ 0.129732 /$100	
	C. Add Line 40B to Line 39.		$ 0.462743 /$100
41.	**2022 voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		$ 0.478939 /$100

[25] Tex. Tax Code § 26.0442
[26] Tex. Tax Code § 26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):* 2022 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.[27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ 0 /$100
42.	**Total 2022 debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses.	
	A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.[28]	
	Enter debt amount	$ 5,715,100
	B. Subtract **unencumbered fund amount** used to reduce total debt.	– $ 0
	C. Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none)	– $ 0
	D. Subtract **amount paid** from other resources	– $ 0
	E. Adjusted debt. Subtract B, C and D from A.	$ 5,715,100
43.	**Certified 2021 excess debt collections.** Enter the amount certified by the collector.[29]	$ 316,241
44.	**Adjusted 2022 debt.** Subtract Line 43 from Line 42E.	$ 5,398,859
45.	**2022 anticipated collection rate.**	
	A. Enter the 2022 anticipated collection rate certified by the collector.[30]	100.00 %
	B. Enter the 2021 actual collection rate.	100.39 %
	C. Enter the 2020 actual collection rate.	99.65 %
	D. Enter the 2019 actual collection rate.	92.56 %
	E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[31]	100.00 %
46.	**2022 debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 5,398,859
47.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 27,032,676,947
48.	**2022 debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.019971 /$100
49.	**2022 voter-approval tax rate.** Add Lines 41 and 48.	$ 0.498910 /$100
D49.	***Disaster Line 49 (D49):* 2022 voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ /$100

[27] Tex. Tax Code § 26.042(a)
[28] Tex. Tax Code § 26.012(7)
[29] Tex. Tax Code § 26.012(10) and 26.04(b)
[30] Tex. Tax Code § 26.04(b)
[31] Tex. Tax Code §§ 26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2022 county voter-approval tax rate.	$ 0.498910 /$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November 2021 or May 2022, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2021, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November 2021.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 34,452,890
53.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 27,032,676,947
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ 0.127450 /$100
55.	**2022 NNR tax rate, unadjusted for sales tax.** [35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ 0.338172 /$100
56.	**2022 NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November 2021 or in May 2022.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2021.	$ 0.338172 /$100
57.	**2022 voter-approval tax rate, unadjusted for sales tax.** [36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet.*	$ 0.498910 /$100
58.	**2022 voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ 0.371460 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ 0
60.	**2022 total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 27,032,676,947
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ 0 /$100
62.	**2022 voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ 0.371460 /$100

[32] Tex. Tax Code § 26.041(d)
[33] Tex. Tax Code § 26.041(i)
[34] Tex. Tax Code § 26.041(d)
[35] Tex. Tax Code § 26.04(c)
[36] Tex. Tax Code § 26.04(c)
[37] Tex. Tax Code § 26.045(d)
[38] Tex. Tax Code § 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.[39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;[40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);[41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.[42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.[43]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**2021 unused increment rate.** Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0.023717 /$100
64.	**2020 unused increment rate.** Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero.	$ 0.081695 /$100
65.	**2019 unused increment rate.** Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$ 0 /$100
66.	**2022 unused increment rate.** Add Lines 63, 64 and 65.	$ 0.105412 /$100
67.	**2022 voter-approval tax rate, adjusted for unused increment rate.** Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$ 0.476872 /$100

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit.[44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.[45]

Line	De Minimis Rate Worksheet	Amount/Rate
68.	**Adjusted 2022 NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$ 0.333011 /$100
69.	**2022 total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 27,032,676,947
70.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 69 and multiply by $100.	$ 0.001849 /$100
71.	**2022 debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.019971 /$100
72.	**De minimis rate.** Add Lines 68, 70 and 71.	$ 0.354831 /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.[47]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

[39] Tex. Tax Code § 26.013(a)
[40] Tex. Tax Code § 26.013(c)
[41] Tex. Tax Code §§ 26.0501(a) and (c)
[42] Tex. Local Gov't Code § 120.007(d), effective Jan. 1, 2022
[43] Tex. Tax Code § 26.063(a)(1)
[44] Tex. Tax Code § 26.012(8-a)
[45] Tex. Tax Code § 26.063(a)(1)
[46] Tex. Tax Code §26.042(b)
[47] Tex. Tax Code §26.042(f)

This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	**2021 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.363184 /$100
74.	**Adjusted 2021 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2021 and the taxing unit calculated its 2021 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2021 worksheet due to a disaster, enter the 2021 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. **- or -** If a disaster occurred prior to 2021 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2021, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2021 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster.[48] Enter the final adjusted 2021 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2021 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0.000000 /$100
75.	**Increase in 2021 tax rate due to disaster.** Subtract Line 74 from Line 73.	$ 0.363184 /$100
76.	**Adjusted 2021 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 24,681,240,193
77.	**Emergency revenue.** Multiply Line 75 by Line 76 and divide by $100.	$ 89,638,315
78.	**Adjusted 2022 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 26,556,811,211
79.	**Emergency revenue rate.** Divide Line 77 by Line 78 and multiply by $100.[49]	$ 0 /$100
80.	**2022 voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	$ 0.476872 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.338172 /$100
As applicable, enter the 2022 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax). Indicate the line number used: 27

Voter-approval tax rate. ..... $ 0.476872 /$100
As applicable, enter the 2022 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue). Indicate the line number used: 67

De minimis rate. ..... $ 0.354831 /$100
If applicable, enter the 2022 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.[50]

print here Allison Nathan Getz
Printed Name of Taxing Unit Representative

sign here Allison Nathan Getz
Taxing Unit Representative

August 4, 2022
Date

[48] Tex. Tax Code §26.042(c)
[49] Tex. Tax Code §26.042(b)
[50] Tex. Tax Code §§ 26.04(c-2) and (d-2)

JEFFERSON COUNTY
TEXAS

JEFFERSON COUNTY
TEXAS

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2023

A resolution of the County of Jefferson(County) Texas certifying that the county has made a grant to Nutrition & Services for Seniors(Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $65,000to be used between the:

01 of October 2022 and the 30 of September 2023

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 27 day of September, 2022.

_____

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated June 2022

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2023

A resolution of the County of Jefferson(County) Texas certifying that the county has made a grant to Center for Christian Services(Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds; and

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $3,000to be used between the:

01 of October 2022 and the 30 of September 2023

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 27 day of September, 2022.

_____

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated June 2022

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
ALISA RAUMAKER, CSR	530.00	499102	
CASH ADVANCE ACCOUNT	1,295.59	499129	
DAWN DONUTS	61.50	499264	
			1,887.09**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	658.76	499098	
HALLENBECK RADIATOR SERVICE	875.00	499126	
M&D SUPPLY	57.92	499133	
TEXAS ASSN. OF COUNTIES	275.00	499157	
DEPARTMENT OF INFORMATION RESOURCES	.01	499170	
GULF COAST	3,387.24	499291	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			5,352.93**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	4,301.34	499098	
M&D SUPPLY	272.89	499133	
RITTER @ HOME	1,578.51	499144	
S.E. TEXAS BUILDING SERVICE	346.66	499151	
TRI-CITY FASTENER & SUPPLY	18.00	499160	
W. JEFFERSON COUNTY M.W.D.	28.77	499163	
DEPARTMENT OF INFORMATION RESOURCES	.12	499170	
BUMPER TO BUMPER	575.52	499207	
CENTERPOINT ENERGY RESOURCES CORP	55.09	499208	
NEW WAVE WELDING TECHNOLOGY	122.65	499220	
PRO CHEM INC	302.40	499244	
RELADYNE	851.95	499254	
CY-FAIR TIRE	2,378.45	499288	
GULF COAST	881.10	499291	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	104.01	499325	
MUNRO'S UNIFORM SERVICES, LLC	40.00	499328	
DIESEL LAPTOPS LLC	10,388.00	499331	
			22,344.46**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,593.71	499098	
ENTERGY	329.46	499124	
S.E. TEXAS BUILDING SERVICE	65.00	499151	
INTERSTATE ALL BATTERY CENTER - BMT	263.90	499226	
NORTHERN TOOL AND EQUIPMENT	340.83	499238	
SAM'S CLUB DIRECT	359.64	499245	
CHARTER COMMUNICATIONS	142.23	499317	
MUNRO'S UNIFORM SERVICES, LLC	836.45	499328	
			4,931.22**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	74.40	499108	
RB EVERETT & COMPANY, INC.	696.93	499113	
EVERETT D ALFRED	633.31	499196	
PETROLEUM SOLUTIONS, INC.	316.50	499204	
GRIMCO, INC.	469.24	499210	
SAM'S CLUB DIRECT	527.39	499245	
O'REILLY AUTO PARTS	1,495.98	499282	
GULF COAST	909.98	499291	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	442.95	499325	
MUNRO'S UNIFORM SERVICES, LLC	90.78	499328	
			5,756.46**
ENGINEERING FUND			
VERIZON WIRELESS	76.41	499179	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	499298	
MICHELLE FALGOUT	40.00	499308	
ODP BUSINESS SOLUTIONS, LLC	236.99	499325	
AMAZON.COM SERVICES LLC	376.32	499332	
			1,004.72**
PARKS & RECREATION			
BETA TECHNOLOGY	427.19	499103	

NAME	AMOUNT	CHECK NO.	TOTAL
MUSTANG CAT	1,084.07	499136	
LOWE'S HOME CENTERS, INC.	245.96	499191	
SAM'S CLUB DIRECT	308.66	499245	
SPRINT WASTE SERVICES LP	899.14	499257	
ALL TERRAIN EQUIPMENT CO	273.68	499273	
US FLAG AND FLAGPOLE SUPPLY	1,049.35	499281	
PARKER'S BUILDING SUPPLY	49.98	499330	
			4,338.03**
GENERAL FUND			
TAX OFFICE			
ACE IMAGEWEAR	39.42	499149	
SOUTHEAST TEXAS WATER	153.50	499152	
DEPARTMENT OF INFORMATION RESOURCES	.08	499170	
UNITED STATES POSTAL SERVICE	379.09	499182	
ROCHESTER ARMORED CAR CO INC	378.40	499233	
CONTROL GROUP COMPANIES LLC	439.95	499248	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	499298	
ODP BUSINESS SOLUTIONS, LLC	2,466.66	499325	
			4,253.10*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	340.00	499134	
PINNACLE MEDICAL MANAGEMENT CORP	95.00	499140	
PRE CHECK, INC.	119.88	499171	
UNITED STATES POSTAL SERVICE	8.31	499182	
SIERRA SPRING WATER CO. - BT	65.39	499186	
TEXAS PRIMA	400.00	499219	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	230.00	499266	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
MCKENNA BAKER	45.12	499321	
MUNCHIES COURTHOUSE CAFE LLC	277.88	499337	
			1,680.58*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	8.70	499182	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	499298	
ODP BUSINESS SOLUTIONS, LLC	859.37	499325	
			1,079.07*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	242.01	499182	
SIERRA SPRING WATER CO. - BT	122.82	499184	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	499298	
			773.83*
COUNTY JUDGE			
CHARLES ROJAS	500.00	499169	
UNITED STATES POSTAL SERVICE	5.61	499182	
MOORE LANDREY LLP	500.00	499232	
THOMSON REUTERS-WEST	129.50	499252	
LAW OFFICE OF J SCOTT FREDERICK	500.00	499260	
JOSEPH MUCKLEROY	500.00	499268	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			2,234.11*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	9.76	499182	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	487.17	499325	
ADAN PEREZ JR	130.88	499326	
			726.81*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	77.55	499182	
			77.55*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	2,058.00	499112	
THE EXAMINER	312.50	499114	
PORT ARTHUR NEWS, INC.	1,272.00	499141	
UNITED STATES POSTAL SERVICE	5.30	499182	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	363.01	499325	
MISTEY REEVES	28.50	499334	
			4,138.31*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	499129	
LAMAR UNIVERSITY - DEPT. OF COMM.	12,499.00	499167	
LJA ENGINEERING INC	1,803.65	499242	
ALLISON, BASS & MAGEE, LLP	302.25	499286	
CHARTER COMMUNICATIONS	227.21	499318	
MCGRIFF INSURANCE SERVICES, INC	424.94	499327	
			15,282.05*
DATA PROCESSING			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
STEEPMEADOW SOLUTIONS, LLC	5,000.00	499313	
ODP BUSINESS SOLUTIONS, LLC	140.42	499325	
			5,239.42*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	226.31	499182	
			226.31*
ELECTIONS DEPARTMENT			
DEPARTMENT OF INFORMATION RESOURCES	.18	499170	
UNITED STATES POSTAL SERVICE	275.61	499182	
SIERRA SPRING WATER CO. - BT	8.99	499184	
AT&T MOBILITY	241.52	499263	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
AMAZON.COM SERVICES LLC	445.47	499332	
			1,070.77*
DISTRICT ATTORNEY			
ALISA RAUMAKER, CSR	87.50	499102	
FED EX	7.91	499116	
UNITED STATES POSTAL SERVICE	304.36	499182	
MCM ELEGANTE HOTEL	648.60	499211	
THOMSON REUTERS-WEST	3,124.42	499251	
KATHLEEN KENNEDY	50.00	499259	
RAYMOND SHEARER	67.50	499277	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	499298	
WALMART CAPITAL ONE	1.62	499310	
ODP BUSINESS SOLUTIONS, LLC	8.72	499325	
			4,805.39*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	323.78	499182	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
AERIALINK, LLC	184.03	499300	
ODP BUSINESS SOLUTIONS, LLC	75.99	499325	
			682.80*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	800.00	499105	
EDWARD B. GRIPON, M.D., P.A.	1,190.00	499123	
RENE MULHOLLAND	1,459.85	499162	
UNITED STATES POSTAL SERVICE	.57	499182	
THE SAMUEL FIRM, PLLC	800.00	499285	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	499298	
ODP BUSINESS SOLUTIONS, LLC	151.00	499325	
			4,599.42*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	114.00	499251	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			213.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	196.35	499325	
			295.35*
136TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.	TOTAL
LEXIS-NEXIS	80.00	499183	
THOMSON REUTERS-WEST	48.54	499251	
			128.54*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			99.00*
252ND DISTRICT COURT			
CASH ADVANCE ACCOUNT	1,030.41	499129	
UNITED STATES POSTAL SERVICE	.98	499182	
WILLIAM MARCUS WILKERSON	800.00	499247	
THOMSON REUTERS-WEST	304.00	499251	
THE SAMUEL FIRM, PLLC	1,700.00	499285	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	374.58	499325	
			4,308.97*
279TH DISTRICT COURT			
THOMAS J. BURBANK PC	325.00	499105	
A. MARK FAGGARD	1,050.00	499115	
ANITA F. PROVO	1,667.50	499142	
CHARLES ROJAS	325.00	499169	
UNITED STATES POSTAL SERVICE	.49	499182	
DONEANE E. BECKCOM	550.00	499188	
LANGSTON ADAMS	700.00	499194	
JOEL WEBB VAZQUEZ	165.00	499205	
KIMBERLY PHELAN, P.C.	1,050.00	499212	
REAUD MORGAN & QUINN LLP	330.00	499223	
THOMSON REUTERS-WEST	57.00	499251	
SHELANDER LAW OFFICE	165.00	499306	
			6,384.99*
317TH DISTRICT COURT			
ANITA F. PROVO	650.00	499142	
UNITED STATES POSTAL SERVICE	5.13	499182	
GLEN M. CROCKER	750.00	499187	
DONEANE E. BECKCOM	1,000.00	499188	
JOEL WEBB VAZQUEZ	775.00	499205	
RONALD PLESSALA	185.00	499221	
BRITTANIE HOLMES	300.00	499246	
MATUSKA LAW FIRM	750.00	499258	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			4,514.13*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	93.81	499182	
THOMSON REUTERS-WEST	129.50	499251	
TX TAG	15.18	499262	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	1,018.77	499325	
			1,356.26*
JUSTICE COURT-PCT 1 PL 2			
TEXAS STATE UNIVERSITY SAN MARS	185.00	499153	
UNITED STATES POSTAL SERVICE	24.29	499182	
THOMSON REUTERS-WEST	129.50	499251	
			338.79*
JUSTICE COURT-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	167.03	499325	
			167.03*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.19	499170	
			.19*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	46.34	499182	
THOMSON REUTERS-WEST	129.50	499251	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			274.84*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO.	TOTAL
DEPARTMENT OF INFORMATION RESOURCES	.21	499170	
			.21*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			99.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.42	499182	
SIERRA SPRING WATER CO. - BT	76.87	499185	
GERALD EDDINS	633.20	499250	
THOMSON REUTERS-WEST	233.00	499251	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			1,046.49*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	550.00	499097	
DAVID GROVE	300.00	499099	
UNITED STATES POSTAL SERVICE	14.97	499182	
LANGSTON ADAMS	500.00	499194	
LAURIE PEROZZO	250.00	499228	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	499303	
			1,963.97*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	550.00	499097	
THOMAS J. BURBANK PC	650.00	499105	
NATHAN REYNOLDS, JR.	250.00	499143	
UNITED STATES POSTAL SERVICE	16.85	499182	
LANGSTON ADAMS	1,300.00	499194	
THOMSON REUTERS-WEST	152.00	499251	
THE SAMUEL FIRM, PLLC	250.00	499285	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	499303	
			3,418.85*
COURT MASTER			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			99.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	5.89	499182	
			5.89*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	499298	
			396.00*
SHERIFF'S DEPARTMENT			
FED EX	7.98	499118	
KIRKSEY'S SPRINT PRINTING	24.95	499131	
MOORMAN & ASSOCIATES, INC.	850.00	499134	
RITTER @ HOME	35.97	499144	
CDW COMPUTER CENTERS, INC.	122.45	499166	
DEPARTMENT OF INFORMATION RESOURCES	537.35	499170	
VERIZON WIRELESS	3,457.09	499179	
UNITED STATES POSTAL SERVICE	1,859.92	499182	
BEAUMONT OCCUPATIONAL SERVICE, INC.	174.75	499190	
GALLS LLC	10,642.53	499261	
TND WORKWEAR CO LLC	140.85	499269	
AXON ENTERPRISE INC	10,462.00	499271	
STALKER RADAR	3,588.50	499280	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	499298	
ODP BUSINESS SOLUTIONS, LLC	397.58	499325	
			32,796.92*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	83.32	499101	
FED EX	80.65	499119	
FISHER SCIENTIFIC	626.64	499120	
CASH ADVANCE ACCOUNT	1,582.44	499129	
LYNN PEAVEY CO., INC.	67.91	499132	
TRIANGLE BLUE PRINT CO., INC.	66.91	499158	

NAME	AMOUNT	CHECK NO.	TOTAL
CAYMAN CHEMICAL COMPANY	211.00	499230	
AIRGAS USA, LLC	252.38	499283	
CLEAN EARTH ENVIRONMENTAL SOLUTIONS	4,759.46	499295	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
WORKQUEST	130.00	499307	
ODP BUSINESS SOLUTIONS, LLC	390.89	499325	
			8,350.60*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	23,314.72	499107	
CASH ADVANCE ACCOUNT	1,756.10	499129	
WORTH HYDROCHEM OF THE GULF COAST	780.00	499164	
DEPARTMENT OF INFORMATION RESOURCES	1.83	499170	
TEXAS GAS SERVICE	566.49	499197	
WORLD FUEL SERVICES	1,535.70	499229	
MUELLER INC	188.80	499239	
THOMSON REUTERS-WEST	3,875.99	499251	
CORRHEALTH PLLC	235,119.30	499279	
TRINITY SERVICES GROUP INC	28,488.42	499290	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	499298	
JOEY RODRIGUEZ	289.80	499335	
COLTON LOWE	69.00	499336	
			296,804.15*
JUVENILE PROBATION DEPT.			
FED EX	42.32	499117	
UNITED STATES POSTAL SERVICE	16.81	499182	
LATRICIA COLEMAN	143.33	499193	
SUMMER HERRINGTON	276.25	499195	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	499298	
			775.71*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	4,315.53	499107	
OVERHEAD DOOR CO.	288.75	499138	
CLEAN HARBORS ENVIRONMENTAL SERVICE	85.76	499199	
BEN E KEITH COMPANY	3,149.36	499203	
CENTERPOINT ENERGY RESOURCES CORP	302.42	499208	
ATTABOY TERMITE & PEST CONTROL	77.10	499227	
ADVANTAGE INTERESTS INC	937.05	499274	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
FLOWERS BAKING COMPANY OF HOUSTON	127.83	499329	
			9,382.80*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	42.14	499182	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			141.14*
CONSTABLE-PCT 2			
GT DISTRIBUTORS, INC.	394.76	499121	
			394.76*
CONSTABLE-PCT 4			
KIRKSEY'S SPRINT PRINTING	24.95	499131	
			24.95*
CONSTABLE-PCT 6			
SOUTHERN TIRE MART, LLC	250.00	499165	
UNITED STATES POSTAL SERVICE	8.35	499182	
			258.35*
CONSTABLE PCT. 7			
COCOMO JOE'S	107.00	499110	
AT&T	44.81	499154	
			151.81*
CONSTABLE PCT. 8			
KIRKSEY'S SPRINT PRINTING	51.90	499131	
SILSBEE FORD INC	745.73	499255	
GALLS LLC	786.11	499261	
TND WORKWEAR CO LLC	4,793.50	499269	
COTTON CARGO	410.00	499289	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
ODP BUSINESS SOLUTIONS, LLC	66.99	499325	
			6,953.23*
AGRICULTURE EXTENSION SVC			
TEXAS AGRILIFE EXTENSION SERVICES	824.00	499156	
DAVID OATES	210.00	499265	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	499298	
WALMART CAPITAL ONE	494.83	499310	
HALLEE M SEWELL	223.86	499312	
			1,963.69*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	499104	
CLAYBAR HAVEN OF REST	2,480.00	499180	
UNITED STATES POSTAL SERVICE	60.62	499182	
PROCTOR'S MORTUARY INC	1,500.00	499231	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	499298	
EZEA D EDE MD	2,932.58	499299	
			8,671.20*
HEALTH AND WELFARE NO. 2			
ENTERGY	70.00	499125	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	499298	
EZEA D EDE MD	2,932.58	499299	
			3,200.58*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	12,558.81	499168	
CLEAN HARBORS ENVIRONMENTAL SERVICE	93.17	499199	
SERVET MUHITTIN SATIR	1,000.00	499304	
			13,651.98*
ENVIRONMENTAL CONTROL			
DEPARTMENT OF INFORMATION RESOURCES	.06	499170	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
RONDA CONLIN	580.00	499333	
			679.06*
INDIGENT MEDICAL SERVICES			
KING'S PHARMACY BEAUMONT	320.48	499240	
CARDINAL HEALTH 110 INC	28,081.91	499253	
TDS OPERATING INC	253.00	499278	
			28,655.39*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	499179	
			150.00*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	794.25	499095	
JOHNSTONE SUPPLY	274.23	499100	
COBURN SUPPLY COMPANY INC	170.46	499109	
W.W. GRAINGER, INC.	31.18	499122	
RALPH'S INDUSTRIAL ELEC(USE 211211)	320.00	499145	
ACE IMAGEWEAR	208.40	499149	
SHERWIN-WILLIAMS	32.18	499150	
AT&T	209.43	499154	
DEPARTMENT OF INFORMATION RESOURCES	958.65	499170	
AT&T GLOBAL SERVICES	233.75	499198	
BAKER DISTRIBUTING COMPANY	768.44	499202	
BELT SOURCE	644.09	499213	
ATTABOY TERMITE & PEST CONTROL	184.40	499227	
LANDSCAPER'S WHOLESALE MARKET	158.05	499235	
NORTHERN TOOL AND EQUIPMENT	625.94	499238	
EMERGENCY POWER SERVICE	482.50	499241	
REXEL USA INC	1,525.10	499276	
AT&T CORP	5,394.17	499302	
TRIANGLE ART & FRAME	752.00	499309	
			13,767.22*
MAINTENANCE-PORT ARTHUR			
ELECTRICAL SPECIALTIES, INC.	170.00	499096	

NAME	AMOUNT	CHECK NO.	TOTAL
SPIDLE & SPIDLE	1,276.99	499098	
COBURN SUPPLY COMPANY INC	186.18	499109	
JOHNSON CONTROLS, INC.	1,805.20	499130	
NOACK LOCKSMITH	18.00	499137	
DEPARTMENT OF INFORMATION RESOURCES	7.46	499170	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
CHARTER COMMUNICATIONS	460.18	499319	
PARKER'S BUILDING SUPPLY	150.37	499330	
AMAZON.COM SERVICES LLC	1,199.00	499332	
			5,372.38*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	9.59	499144	
SANITARY SUPPLY, INC.	1,800.45	499147	
ACE IMAGEWEAR	129.46	499149	
S.E. TEXAS BUILDING SERVICE	4,341.67	499151	
CENTERPOINT ENERGY RESOURCES CORP	92.82	499208	
			6,373.99*
SERVICE CENTER			
J.K. CHEVROLET CO.	147.28	499127	
THE MUFFLER SHOP	77.00	499135	
PHILPOTT MOTORS, INC.	95.08	499139	
JEFFERSON CTY. TAX OFFICE	7.50	499172	
JEFFERSON CTY. TAX OFFICE	7.50	499173	
JEFFERSON CTY. TAX OFFICE	7.50	499174	
JEFFERSON CTY. TAX OFFICE	7.50	499175	
JEFFERSON CTY. TAX OFFICE	7.50	499176	
JEFFERSON CTY. TAX OFFICE	7.50	499177	
JEFFERSON CTY. TAX OFFICE	7.50	499178	
ROBERT'S TEXACO XPRESS LUBE	7.00	499222	
MIGHTY OF SOUTHEAST TEXAS	2,384.64	499236	
ADVANCE AUTO PARTS	111.15	499249	
MIDNIGHT AUTO	99.95	499267	
			2,974.60*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.05	499182	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			100.05*
			513,574.58**
MOSQUITO CONTROL FUND			
CERTIFIED LABORATORIES	878.75	499106	
EASTEX RUBBER & GASKET	129.08	499111	
W.W. GRAINGER, INC.	1,097.72	499122	
JACK BROOKS REGIONAL AIRPORT	2,219.81	499128	
SANITARY SUPPLY, INC.	376.68	499147	
TRIANGLE ENGINE DIST.	255.34	499159	
UNITED PARCEL SERVICE	41.68	499161	
HERRERA'S EMERGENCY LIGHTING	660.00	499200	
CENTERPOINT ENERGY RESOURCES CORP	43.06	499208	
TEXAS DEPT OF AGRICULTURE	37.50	499225	
RELADYNE	893.75	499254	
TARGET SPECIALTY PRODUCTS	19,519.20	499270	
ALL TERRAIN EQUIPMENT CO	218.97	499273	
O'REILLY AUTO PARTS	222.40	499282	
CY-FAIR TIRE	105.95	499288	
MUNRO'S UNIFORM SERVICES, LLC	71.94	499328	
PARKER'S BUILDING SUPPLY	98.01	499330	
			26,869.84**
LATERAL ROADS- PRECINCT 4			
GULF COAST	227.97	499291	
			227.97**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	422.46	499251	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			521.46**
EMPG GRANT			
VERIZON WIRELESS	230.93	499179	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	499298	
			505.93**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAMS INC	4,777.50	499216	
			4,777.50**
COMMUNITY SUPERVISION FND			
SAM HOUSTON STATE UNIVERSITY	225.00	499146	
DEPARTMENT OF INFORMATION RESOURCES	57.88	499170	
UNITED STATES POSTAL SERVICE	130.65	499182	
REDWOOD TOXICOLOGY LABORATORY, INC	406.05	499214	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	499217	
JCCSC	400.00	499234	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			8,283.58**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
			99.00**
LAW OFFICER TRAINING GRT			
W.W. GRAINGER, INC.	1,911.61	499122	
NATIONAL ACADEMY FOR PROFESSIONAL	250.00	499192	
ODP BUSINESS SOLUTIONS, LLC	438.91	499325	
			2,600.52**
COUNTY RECORDS MANAGEMENT			
BEAUMONT HERITAGE SOCIETY	100.00	499201	
			100.00**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	1,003.40	499129	
			1,003.40**
DEPT STATE HEALTH GRANT			
IMELDA TRISTAN	4,300.00	499314	
MARCUS LAMBERT	4,300.00	499315	
			8,600.00**
J.P. COURTROOM TECH. FUND			
TYLER TECHNOLOGIES INC	67,702.56	499293	
			67,702.56**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,955.64	499124	
AT&T	89.79	499154	
DEPARTMENT OF INFORMATION RESOURCES	1.65	499170	
4IMPRINT, INC.	1,123.58	499189	
ALLIANCE MECHANICAL SERVICES	21,680.00	499206	
VICTORIA RHODES	162.50	499292	
AT&T CORP	265.00	499302	
CHAPMAN VENDING	61.59	499305	
GEORGE WEST	27.50	499316	
ODP BUSINESS SOLUTIONS, LLC	302.01	499325	
MUNRO'S UNIFORM SERVICES, LLC	172.70	499328	
			25,841.96**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	499298	
			198.00**
CAPITAL PROJECTS FUND			
TEXAS REGIONAL TITLE	2,500.00	499224	
			2,500.00**
AIRPORT FUND			
SPIDLE & SPIDLE	822.28	499098	
W.W. GRAINGER, INC.	163.77	499122	

NAME	AMOUNT	CHECK NO.	TOTAL
S.E. TEXAS BUILDING SERVICE	4,246.66	499151	
LOWE'S HOME CENTERS, INC.	222.55	499191	
CENTERPOINT ENERGY RESOURCES CORP	158.32	499208	
RUTTY & MORRIS LLC	199.90	499215	
COUNTY HOME AND RANCH LP	63.61	499237	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	242.54	499256	
TITAN AVIATION FUELS	151,076.46	499284	
BEARCOM / KAY ELECTRONICS	65.00	499287	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	499298	
CHARTER COMMUNICATIONS	115.59	499320	
ODP BUSINESS SOLUTIONS, LLC	265.71	499325	
			157,741.39**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	152,023.80	499275	
UNITED HEALTHCARE SERVICES INC	1,010.08	499294	
BAY BRIDGE ADMINISTRATORS LLC	174,751.75	499301	
			327,785.63**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	499243	
			1,652.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	9,772.43	499209	
			9,772.43**
SHERIFF'S FORFEITURE FUND			
SILSBEE FORD INC	39,382.20	499255	
			39,382.20**
GLO DISASTER RECOVERY			
LJA ENGINEERING INC	24,690.00	499242	
WHITELEY OLIVER ENGINEERING, LLC	39,717.20	499311	
			64,407.20**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	3,308.69	499218	
			3,308.69**
MARINE DIVISION			
GT DISTRIBUTORS, INC.	869.60	499121	
CASH ADVANCE ACCOUNT	1,015.70	499129	
SETZER HARDWARE, INC.	31.28	499148	
SUN COAST RESOURCES, INC.	20,487.32	499155	
VERIZON WIRELESS	151.96	499179	
VECTOR SECURITY	44.95	499272	
			22,600.81**
SHERIFF - COMMISSARY			
TRINITY SERVICES GROUP INC	1,286.75	499290	
WALMART CAPITAL ONE	1,296.22	499310	
			2,582.97**
			1,338,353.53***

Jefferson County Courthouse
1149 Pearl St., 4th Floor
Beaumont, Texas 77701

Office (409) 835-8442
Fax (409) 835-8628
vernon.pierce@jeffcotx.us

Vernon Pierce
Jefferson County
Commissioner Pct. #1

TO: **Fran Lee, Auditing**

FROM: **Pct. #1 Road and Bridge**

DATE: **09-22-22**

RE: **Funds Transfer**

Transfer to Acct. #	111-0109-431.60-42	Capital Trucks & Trailers		$1,530.00	
Transfer from Acct. #	111-0109-431.60-11	Capital Road Machinery			$700.00
Transfer from Acct. #	111-0105-431.40-08	Automobiles & Trucks			$830.00

Please put this on the next Commissioner's Court meeting.
Transfer is requested to purchase a Kubota Side by Side.

Thank you,

Pct. #1 Road and Bridge

BuyBoard Cooperative Purchasing

Contract Numbers:
CE - #597-19
GM - #611-20

RTV-X1140RL-H WEB QUOTE #2471298
Date: 9/22/2022 8:00:10 AM

-- Customer Information --
Truax, Paul
Jefferson County
jwest@co.jefferson.tx.us
4098358443

Quote Provided By
Beaumont Tractor Company, Inc.
Kyle Lee
4430 College St.
Beaumont , TX 77707
email: kyle@beaumonttractor.com
phone: 4098663360

-- Standard Features --

Kubota

V Series RTV-X1140RL-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE
Model Kubota D1105
3 Cyl. 68.5 cu in
+24.8 Gross Eng HP
60 Amp Alternator

TRANSMISSION
VHT-X
Variable Hydro Transmission
Forward Speeds:
Low 0 - 15mph
High 0 - 25 mph
Reverse 0 - 17mph
Limited-slip Front Differential
Rear differential lock

HYDRAULICS
Hydrostatic Power Steering with manual tilt-feature
Hydraulic Cargo Dump
Hydraulic Oil Cooler

FLUID CAPACITY
Fuel Tank 7.9 gal
Cooling 8.6 qts
Engine Oil 4.3 qts
Transmission Oil 1.8 gal
Brake Fluid 0.4 qts

CARGO BOX

	1-Row Mode	2-Row Mode
Width	57.7 in	57.7 in
Length	51.1 in	26.0 in
Depth	11.2 in	11.2 in
Load Capacity	1102 lbs	661 lbs
Vol. Capacity	19.1 cu.ft.	9.9 cu. ft.

+ Manufacturer Estimate

TIRES AND WHEELS
Heavy Duty Worksite 25 x 10 - 12, 6 ply

KEY FEATURES
Digital Multi-meter
Speedometer
Front Independent Adjustable Suspension
Rear Independent Adjustable Suspension
Brakes - Front/Rear Wet Disc
Rear Brake Lights / Front Headlights
2" Hitch Receiver, Front and Rear
Deluxe 60/40 split bench front seats
with driver's side seat adjustment
Rear Bench Seat
Underfrontseat Storage Compartments
Lockable Glove Box
Front Guard (radiator guard and bumper, lens guard)

SAFETY EQUIPMENT
SAE J2194 & OSHA 1928 ROPS
Horn
Dash-mounted Parking Brake
Spark Arrestor Muffler
Retractable 2-point Seat Belts
Rear Protection Screen

DIMENSIONS
Width 63.2 in
Height 79.7 in
Length 142.1 in
Wheelbase 98.2 in
Tow Capacity 1300 lbs
Ground Clearance F/R 11.2in / 9.4in
Suspension Travel 8.0 in
Turning Radius 17.1 ft

Factory Spray-on Bedliner
"L" Models Only

-- Custom Options --

RTV-X1140RL-H Base Price:	$19,799.00
(1) WINDSHIELD ACRYLIC CLEAR 77700-V5027-WINDSHIELD ACRYLIC CLEAR	$519.00
(1) PLASTIC CANOPY PNF 77700-VC5043-PLASTIC CANOPY PNF	$799.00
(1) WINCH KIT 4500LBS VRX TWO ROW 77700-11555-WINCH KIT 4500LBS VRX TWO ROW	$669.00
(2) SIDE MIRROR KIT - ROPS (1) 77700-V4358-SIDE MIRROR KIT - ROPS (1)	$118.00
Configured Price:	$21,904.00
BUY BOARD Discount:	($4,818.88)
SUBTOTAL:	$17,085.12
Dealer Assembly:	$361.25
Freight Cost:	$712.50
PDI:	$400.00
Total Unit Price:	$18,558.87
Quantity Ordered:	1
Final Sales Price:	$18,558.87

Purchase Order Must Reflect the Final Sales Price

To order equipment -- purchase orders must be made out and returned to:

Kubota Tractor Corporation
Attn: National Accounts
1000 Kubota Drive
Grapevine, TX 76051
or email NA.Support@kubota.com
or call 817-756-1171 or fax 844-582-1581

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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Resolution

STATE OF TEXAS	§	COMMISSIONER'S COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 27th day of September, 2022 on motion made by Everette"Bo"Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following resolution was adopted:

WHEREAS, CAROL OSBORNE has devoted 20 years and 4 months of her life to serving the people of Jefferson County with pride and professionalism; and

WHEREAS, CAROL OSBORNE began her career with Jefferson County when she was hired by Sandy Wilson Walker, County Clerk, on May 20, 2002, as a Deputy County Clerk; served with County Clerk, Carolyn Guidry, was promoted to Administrative Specialist in 2022, by Theresa Goodness, County Clerk; and

WHEREAS, CAROL OSBORNE, known for her calming personality, extensive knowledge of filing and indexing rules, has won the respect of her colleagues and customers; and

WHEREAS, CAROL OSBORNE, a devoted mother, will be enjoying her family and friends in her retirement; and

WHEREAS, having made a significant contribution to the Clerk's Office and Jefferson County, **CAROL OSBORNE** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her fellow co-workers and friends; and

NOW THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **CAROL OSBORNE** for her dedicated service as a Deputy Clerk and Administrative Specialist of Jefferson County and wishes her well in her retirement.

SIGNED this 27th day of September, 2022.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF JEFFERSON
AND
SPINDLETOP CENTER

AMENDMENT #3

To Extend Term
Increase Contract Not To Exceed

This Amendment #3 is made to the **Mental Health Liaison Interlocal Cooperation Contract** with the contract period 7/28/18 – 08/31/18 effective July 28, 2018 between the County of Jefferson (County) and Spindletop Center (Center). Parties entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference.

- Amendment #1 extended the term of the contract effective September 1, 2018 to 9/1/18 – 08/31/19.
- The contract automatically renewed effective September 1, 2019 to 9/1/19 – 8/31/20.
- The contract automatically renewed effective September 1, 2020 to 9/1/20 – 8/31/21.
- Amendment #2 extended the term of the contract effective September 1, 2021 to 9/1/21 – 8/31/22.

Edits to the Contract are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2022 to August 31, 2023, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

VI. **PAYMENT** – The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement

services; including salaries, benefits, deffered liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the Agreement. This payment will not exceed the total budgeted amount of One Hundred-Ten Thousand dollars ($110,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the Center to the County.

All other sections of the Contract remain the same.

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this _____ day of _____, 20___.

SPINDLETOP CENTER

9/16/2022

Holly Borel — Date
Chief Executive Officer

COUNTY OF JEFFERSON

9-27-2022

Jeff Branick — Date
County Judge

JEFFERSON COUNTY SHERIFF

_____

Zena Stephens — Date
County Sheriff

Attest: 9-27-2022
Laurie Leister
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #2

To Extend Term

WHEREAS, on the 28th day of July 2018, the County of Jefferson and Spindletop Center entered into an agreement to fund **Mental Health Liaison** positions for the Mental Health Liaison Program. Reference to which is made for any and all purposes and the same is incorporated herein by reference. The original term was July 28, 2018 to August 31, 2018. Amendment #1 renewed the contract for a 2nd term of September 1, 2018 to August 31, 2019. The contract automatically renewed for a 3rd term of September 1, 2019 to August 31, 2020 and a 4th term of September 1, 2020 to August 31, 2021.

Edits to the Agreement are underlined for emphasis. It is mutually understood and agreed by and between the undersigned partnering parties to amend said executed Interlocal Cooperation Contract effective September 1, 2022 as follows:

I. **TERM OF AGREEMENT** – The initial term of this Agreement shall be for one (1) year from September 1, 2021 to August 31, 2022, and shall automatically renew on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated. To exercise the option to the extend the term, Center will notify Contractor.

All other sections of the Contract remain the same.

(Signature page to follow)

COPY

EXECUTION

The Jefferson County Sheriff signs this Agreement to evidence her willingness to abide by all terms and conditions imposed upon the Sheriff's Office.

Executed this 5th day of October, 2021.

SPINDLETOP CENTER

Digitally signed by Holly Borel
Date: 2021.09.27 16:24:19 -05'00'

Holly Borel — Date
Chief Executive Officer

COUNTY OF JEFFERSON

10/05/2021

Jeff Branick — Date
County Judge

JEFFERSON COUNTY SHERIFF

Zena Stephens 10/05/2021

Zena Stephens — Date
County Sheriff

Attest:
Cheresa Goodness
Interim County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

COPY

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

AMENDMENT #1

To Extend Term

This Amendment is made to the **Interlocal Cooperation Contract** previously executed by and between Spindletop Center ("Center") and Jefferson County ("County") with the original contract period of 07/01/2018 – 08/31/2018 with automatic renewal on September 1 of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the Agreement is executed by both parties or this Agreement is terminated.

It is mutually understood and agreed by and between the undersigned contracting parties to amend said previously executed Contract effective September 1, 2018 as follows:

Both parties acknowledge and agree to the automatic renewal of the Contract at the same amount in effect at the time of the initial term.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

COPY

Spindletop Center

9/13/18
Holly Borel — Date
Chief Executive Officer

County of Jefferson

10/1/18
Jeff Branick — Date
County Judge

Jefferson County Sheriff

Zena Stephens
County Sheriff

Attest:
Carolyn Guidry
County Clerk

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF JEFFERSON

INTERLOCAL COOPERATION CONTRACT

This **Agreement** is made and entered into by and between **Spindletop Center**, a unit of local government whose principal office is in Beaumont, Jefferson **County**, Texas, "**Center**" and the **County of Jefferson**, a political subdivision of the State of Texas, "**County**". The purpose of this **Agreement** is to fund **Mental Health Liaison** positions for the **Mental Health Liaison Program** and is authorized pursuant to Chapter 791, Texas Government Code.

Spindletop Center, a community center and an agency of the State of Texas established under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended, is authorized to contract for the services made the subject of this **Agreement**.

In consideration of the mutual **Agreements** contained herein, the parties agree as follows:

I.
TERM OF AGREEMENT

The initial term of this **Agreement** shall begin on **July 1, 2018** and shall automatically renew on **September 1** of each year thereafter, on a year-to-year basis at the same amount in effect at the time of the initial term until such time as a modification to the **Agreement** is executed by both parties or this **Agreement** is terminated.

II.
SERVICES

Center is designated as a mental health and intellectual and developmental disability local authority by the Health and Human Services Commission (HHSC). Its mission is to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community-based mental health and intellectual and developmental disability services for residents of Jefferson, Orange, Chambers, and Hardin Counties, Texas. These activities sometimes involve coordination of activities with the judicial system. **Center** requests **County** to provide **Sheriff's** deputies as **Mental Health Liaisons** to assist in fulfilling the **Center's** mission.

Responsibilities of the County:

The **County**, by and through the Jefferson County Sheriff Department, agrees to provide **Mental Health Liaison** deputies as agreed upon, ("**Liaisons**") for the **Mental Health Liaison Program**. The **Liaisons** will hold a license of peace officer certified under Section 1701.404, Occupations Code assigned specifically to perform duties pursuant to applicable sections of the Texas Mental Health Code. Both the County and the Center will agree upon the personnel designated as Liaisons.

COPY

The **Liaison's** primary responsibilities will include:

1. Be available for and assist the **Center** Continuity of Care team with County Jail and hospital follow-ups;
2. Be available for and assist the **Center** Mobile Crisis team when they respond to crisis calls in the community;
3. Be available for and assist the Center PATH and CSS teams when they respond to calls in the community;
4. Be available for and assist **Center** clinical staff when working with aggressive or difficult clients;
5. Provide required number of contacts as designated by the **Center;**
6. Serve as a **Liaison** between the Center, law enforcement, hospitals, and judicial entities
7. Collaborate with the **Center** on any additional training pertinent; and
8. Provide training to **Center**, law enforcement, hospitals, judicial entities, and the community as directed by the **Center.**

In the performance of these duties, the **County** shall:

- Provide whatever administrative support and assistance as may be required to fulfill the needs of the parties;
- Provide the **Liaisons** with the same basic provisions set forth in the current collective bargaining agreement between Jefferson County, Texas and the Jefferson County Sheriff's Association (herein known as "Articles of Agreement");
- Provide the mandated in-service training any additional training required by the Texas Commission on Law Enforcement (TCOLE);
- Provide the same basic and necessary equipment provided to each deputy assigned to law enforcement duties and set forth in the Articles of Agreement "Uniforms, safety, and equipment"; and

The **Liaisons** and other **County** personnel who provide services pursuant to this **Agreement** are **Employees** of the **County**, and the **County Sheriff** shall maintain supervisory control and command over such **Employees.**

Responsibilities of the Center:

The **Center** agrees to fund clinicians for the **Mental Health Liaison Program.** This staff's primary responsibilities will include:

- Responding to calls with the **Liaison** to perform crisis assessments;
- Responding to calls with the **Liaison** to provide crisis intervention services;
- Responding to calls with the **Liaison** to provide crisis follow-up services;
- Coordinating referrals with the **Liaison** to various **Center** and community crisis services;
- Coordinating follow-up appointments and providing continuity of care for individuals seen by the team;
- Serving as a **Liaison** with the **Liaison** for law enforcement entities (such as police departments, local justices of the peace, and county judges) to the local community mental health system;
- Providing secure and adequate office space with designated locking file space to the **Liaison** to carry out his/her duties and permit access to all necessary facilities;

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- Coordinating and assisting with all activity scheduling and ensure adequate time is allotted for preparation of any and all required reports; and
- Referring any comments, criticism, suggestions or recommendations concerning the **Liaison's** assignments or performance as soon as possible to the Jefferson County Sheriff, or his/her designee.

III.
TERMINATION

This **Agreement** may be terminated early, with or without cause or for convenience, by either party giving written notice of its intention to so terminate to the other party thirty (30) days before the effective date of termination.

This **Agreement** is contingent upon the availability and receipt of local, state or federal funds that **Center** has allocated to this **Agreement**. If such funds become unavailable during any budget period, this **Agreement** may be immediately terminated or reduced at the discretion of **Center**. **Center** will be responsible for payment of all monies due up through and including the date of such termination or reduction.

Since **Center** is responsible for partial funding as required for the **Liaison** positions, if **County** fails to receive such funding for any reason when it is due, **Liaison** will be immediately withdrawn from this service. This paragraph is not to be construed as a contract of employment with **Liaison**.

IV.
DOCUMENTATION

Liaison shall complete such reports of work-related activities as may be required by Center. The documentation of all reports will be in the manner and on forms prescribed by the Center. **Center** will provide the **Sheriff** with a copy of any reports or written documents prepared by the **Liaison** for the **Center** upon request.

V.
CONFIDENTIALITY

County must maintain the confidentiality of information received during the performance of this **Agreement**, including information that discloses confidential personal information or identifies any person served by **Center**, in accordance with applicable federal and state laws and Center rules.

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VI.
PAYMENT

For the services provided, the **Center** agrees to pay the **County** based on the **Sheriff's** compensation terms of the Articles of Agreement between Jefferson County, Texas and the Jefferson County Deputy Association.

The **Center** will pay one hundred percent (100%) of the cost to the **County** for supplying two (2) liaisons (deputies) to provide the law enforcement services; including salaries, benefits, deferred liabilities, training, equipment, vehicle fuel and any additional expenses the **County** may incur in providing the services of the Mental Health deputy for the term of the **Agreement**. This payment will not exceed the total budgeted amount of One Hundred Thousand dollars ($100,000) per liaison (deputy), per fiscal year unless prior written approval is granted from the **Center** to the **County**.

The **County** will be responsible for one hundred percent (100%) of the cost for one (1) liaison (deputy) to provide the law enforcement services; including salaries, benefits, deferred liabilities, Texas Commission on Law Enforcement (TCOLE) training, the **County** may incur in providing the services of the Mental Health liaison (deputy) for the term of the **Agreement**.

In addition, the **Center** also agrees to compensate **County** for hours worked on behalf of **Center** in excess of 40, per deputy, per week at the rate of time and one half the officer's regular rate of pay for deputies funded by **Center**.

Center agrees to reimburse **County** for all supplies and equipment utilized by Mental Health deputy for deputies funded by **Center**.

Center expressly understands and agrees that if payment is not received within thirty (30) days of the date due, this **Agreement** may be terminated by **County** without further notice. Further, failure to make demand for payment due shall not be a waiver of **Center's** obligation to make timely payments.

Center agrees to restrict as part of the Center's fund balance the amount necessary to fund the deferred liabilities for sick leave, vacation accrual and other post-employment benefits related to the Mental Health deputy. This amount will be estimated by the County Auditor's Office on an annual basis,

County, acting through the **County Auditor's Department**, will submit a quarterly billing statement (invoice) to the **Spindletop Center, 655 S. 8th Street,, Beaumont,, Texas., 77701. Center** will make payment in accordance with the terms of what is commonly called the Texas Prompt Payment Act.

No payment can be made by **Center** until this **Agreement** has been signed and returned to **Center**.

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VII.
BOOKS AND RECORDS

All books, records and other methods of documentation related to this **Agreement** are and will be open to audit by HHSC during normal business hours.

VIII.
CENTER CONTRACT REQUIREMENTS

The Authority is required to insert the provisions of 25 TAC §412.57 in all of its contracts. Exhibit "A" is a copy of the provisions. The parties agree that the majority of the provisions do not apply to **County**; however, those that are applicable shall apply.

An executed Business Associate Agreement (Exhibit "B") must be on file, in addition to, this **Agreement** pursuant to which **Center** may provide **County** with access to health information that is protected by state and/or federal law.

IX.
VENUE

Venue and/or jurisdiction for this **Agreement** shall be in **Jefferson County, Texas.**

X.
NOTICES

All notices to be given under this **Agreement** shall be sent by certified mail, return receipt requested, at the address shown below.

XI.
EXECUTION BY SHERIFF

The **Jefferson County Sheriff** signs this **Agreement** to evidence his/her willingness to abide by all terms and conditions imposed upon the **Sheriff's Office.**

COPY

Executed this 14th day of May, 2018.

SPINDLETOP CENTER

By: Lisa Gibbs
Printed Name: Lisa Gibbs
Chief Executive Officer

Address: 655 South 8th St.
Beaumont, TX 77701

COUNTY OF JEFFERSON

By: _____
Printed Name:
County Judge

Attest: Carolyn L Guidry
Printed Name:
County Clerk

JEFFERSON COUNTY SHERIFF'S OFFICE

By: _____
Printed Name:
County Sheriff

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Address: Jefferson County
Attn: County Auditor
1149 Pearl Street, 7th Floor
Beaumont, TX 77701

I CERTIFY THAT THIS CONTRACT WAS APPROVED BY THE BOARD OF TRUSTEES OF SPINDLETOP CENTER IN OPEN MEETING ON THE 25 DAY OF June, 2018.

By: Billy Pruett
Printed Name: Billy Pruett
Secretary to the Board of Trustees

COPY

EXHIBIT "A"
TAC §412.57

Texas Administrative Code

TITLE 25	HEALTH SERVICES
PART 1	DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 412	LOCAL MENTAL HEALTH AUTHORITY RESPONSIBILITIES
SUBCHAPTER B	CONTRACTS MANAGEMENT FOR LOCAL AUTHORITIES
RULE §412.57	Provisions for Community Services Contracts

(a) The local authority must ensure that all its community services contracts are consistent with the local authority's performance contract and with the model contracts designed by TDMHMR as required by the Texas Health and Safety Code, §534.055(c).
(b) The local authority must include in all of its community services contracts that are funded by TDMHMR provisions stating:
(1) the contract term;
(2) the community service(s) to be purchased;
(3) the identification of all parties;
(4) the total allowable payment or, if the community service is procured through open enrollment or is on a capitated basis, the rate of payment;
(5) the method of payment;
(6) that the contractor must comply with all applicable federal and state laws, rules, and regulations, including:
(A) Title VI of the Civil Rights Act of 1964;
(B) Section 504 of the Rehabilitation Act of 1973;
(C) the Americans with Disabilities Act of 1990 (ADA); and
(D) the Age Discrimination in Employment Act of 1967;
(7) that if, as a result of a change to a TDMHMR rule or state or federal law, the contractual obligations of the contractor are materially changed or a significant financial burden is placed on the contractor, then the parties may renegotiate in good faith to amend the contract;
(8) that no consumer will be excluded from participation in, denied the benefits of, or unlawfully discriminated against, in any program or activity funded by the contract on the grounds of race, color, ethnicity, national origin, religion, sex, age, disability, or political affiliation in accordance with applicable laws;
(9) that all documents pertinent to the contract, including consumer records, will be retained by the contractor for a period of five years;
(10) that all consumer-identifying information will be maintained by the contractor as confidential in accordance with applicable law and Chapter 414, Subchapter A of this title (relating to Client-Identifying Information);
(11) that the contractor, its licensed staff, and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers by such contractor and staff;
(12) a dispute resolution process;

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(13) the clearly defined performance expectations which directly relate to the community service's objectives, including goals, outputs, and measurable outcomes, and that the contractor must provide services in accordance with such expectations;

(14) that any allegation of abuse, neglect, or exploitation of a consumer under the contract will be reported in accordance with applicable law, TDMHMR rules, and Texas Department of Protective and Regulatory Services rules;

(15) that AIDS/HIV workplace guidelines, similar to those adopted by TDMHMR and AIDS/HIV confidentiality guidelines and consistent with state and federal law, will be adopted and implemented by the contractor;

(16) that the contractor will comply with the relevant TDMHMR rules, certifications, accreditations, and licenses, that are specified in the contract;

(17) that services will be provided in accordance with consumers' treatment plans;

(18) that pursuant to Texas Health and Safety Code, §534.061, TDMHMR, the local authority, and their designees, including independent financial auditors, shall have, with reasonable notice, unrestricted access to all facilities, records, data, and other information under the control of the contractor as necessary to enable the local authority to audit, monitor, and review all financial and programmatic activities and services associated with the contract;

(19) any sanctions and remedies the local authority may take in response to the contractor's failure to comply with the contract provisions; and

(20) that the contractor will immediately notify the local authority of any change, or potential change, in its status that could affect its inclusion in the provider network.

(c) The local authority must include in all of its community services contracts for residential services that are funded by TDMHMR provisions stating:

(1) that the contractor shall provide evidence of criminal history record information on the contractor's applicants, employees, and volunteers, pursuant to the Texas Health and Safety Code, §533.007 and Chapter 250; the Texas Government Code, §411.115; and Chapter 414, Subchapter K of this title (relating to Criminal History Clearances); and

(2) that if an applicant, employee, or volunteer of the contractor has a criminal history relevant to his or her employment as described in Chapter 414, Subchapter K of this title (relating to Criminal History Clearances), then the contractor will take appropriate action with respect to the applicant, employee, or volunteer, including terminating or removing the employee or volunteer from direct contact with consumers served by the contractor.

(d) Community services contracts that require the contractor to assume responsibility for the funds of a consumer must contain provisions requiring the contractor to have and abide by a written policy, which is subject to approval by the local authority, for protecting and accounting for such funds in accordance with generally accepted accounting principles.

Source Note: The provisions of this §412.57 adopted to be effective April 22, 2001, 26 TexReg 2845

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EXHIBIT "B"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA"), is hereby entered into between Spindletop Center, ("Covered Entity"), and Jefferson County, Texas, ("Business Associate").

WHEREAS, Covered Entity and Business Associate have entered into an agreement to provide _____ pursuant to which Covered Entity may provide Business Associate with access to health information that is protected by state and/ or federal law;

WHEREAS, Business Associate and Covered Entity desire that Business Associate obtain access to such information in accordance with the terms specified herein; and

NOW THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise specified in this BAA, all capitalized terms not otherwise defined shall have the meanings established in Title 45, Parts 160 and 164, of the United States Code of Federal Regulations, as amended from time to time, and/or in the Health Information Technology for Economic and Clinical Health ("HITECH") Act. For purposes of clarification, the following terms shall have the definitions set forth below:

   1.1 "Privacy Rule" shall mean the standards for Privacy of Individually Identifiable Health Information as set forth in 45 C.F.R. Parts 160 and 164, Subparts A and E.

   1.2 "Security Rule" shall mean the standards of security requirements of the HIPAA regulations at 45. C.F.R. §§302 through 164.31.

2. Business Associate Obligations. Business Associate may receive from Covered Entity health information that is protected under applicable state and/ or federal law, including without limitation, Protected Health Information ("PHI"). Business Associate agrees not to Use or Disclose (or permit the Use or Disclosure of) PHI in a manner that would violate the requirements of the Privacy Rule or the Security Rule under HIPAA or HITECH, if the PHI were used or disclosed by Covered Entity in the same manner. Business Associate shall use appropriate safeguards to prevent the Use or Disclosure of PHI other than as expressly permitted under this BAA. Business Associate agrees to not directly or indirectly receive payment in exchange for any PHI, unless Covered Entity obtained from the individual, who is the subject of the PHI, a signed written authorization specifically stating that the PHI can be exchanged for payment, or otherwise permitted by the limited exceptions as provided in HITECH §13405(d). Business Associate agrees to mitigate, to the extent reasonably possible, any harmful

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effect that is known to Business Associate from any use or disclosure of PHI by Business Associate that is not authorized by this Agreement. Business Associate further agrees to mitigate, to the extent reasonably possible, any harmful effect that is known to Business Associate from any Security Incident or, after a reasonable investigation, would be known to Business Associate.

3. Use of PHI. Business Associate may use PHI as necessary (i) for performing services set out in the Underlying Agreement, or (ii) for carrying out its legal responsibilities, provided in each case that such Uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.

4. Disclosure of PHI. Business Associate may Disclose PHI as necessary (i) to perform services under the Underlying Agreement, or (ii) to carry out its legal responsibilities, provided that either (a) the Disclosure is Required by Law or (b) the Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will be held confidential and further Used and Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and such person agrees to immediately notify the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

5. Reports. Business Associate agrees to report to Covered Entity:

   5.1 Any Use or Disclosure of PHI not authorized by this BAA within five (5) days of the Business Associate becoming aware of such unauthorized Use or Disclosure;

   5.2 Any Security Incident within five (5) days of the Business Associate becoming aware of the Security Incident; and,

   5.3 Any Breach of Unsecured PHI Discovered by Business Associate, to the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys or otherwise holds, Uses or Discloses Unsecured PHI, unless delayed for law enforcement purposes, without delay and in no case later than five (5) calendar days after Discovery of the Breach, and shall include the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or Disclosed during such Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) or as soon thereafter as information becomes available.

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6. Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing in accordance with 45 C.F.R. § 164.504(e)(1)(i) that the Recipient will appropriately safeguard the information by imposing, at minimum, the same restrictions and conditions that apply to the Business Associate under this BAA.

7. Individual Rights to Access and Amendment.

7.1 *Access*. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall permit an Individual to inspect or copy PHI contained in that set about the Individual in accordance with the Privacy Rule set forth in 45 C.F.R. § 164.524, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.524, as determined by the Covered Entity. In the event a Business Associate uses or maintains an Electronic Health Record on behalf of Covered Entity, then, as of the date required by HITECH, an Individual' s right of access under 45 C.F.R. § 164.524 shall include the right to obtain a copy of the PHI in an electronic format and, if the Individual chooses in a clear, conspicuous and specific manner, to direct the Business Associate to transmit such copy to any person designated by the Individual. Business Associate shall respond to any request from Covered Entity for access by an Individual within five (5) days of such request unless otherwise agreed to by Covered Entity. The information shall be provided in the form or format requested, if it is readily producible in such form or format, or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost based fee may be charged for copying PHI or providing a summary of PHI in accordance with 45 C.F.R. § 164.524(c)(4), provided that any such fee relating to a copy or summary of PHI provided in an electronic form may not be greater than the labor costs incurred in response to the request for the copy or summary.

7.2 *Amendment*. Business Associate shall accommodate an Individual's right to amend PHI or a record about the Individual in a Designated Record Set in accordance with the Privacy Rule set forth at 45 C.F.R. § 164.526, as it may be amended from time to time, unless excepted or a basis for denial exists under 45 C.F.R. § 164.526, as determined by the Covered Entity. Covered Entity shall determine whether a denial to an amendment request is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for amendment by an Individual and shall make any amendment requested by Covered Entity within ten (10) days of such request. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set.

8. Accounting of Disclosures.

8.1 *General Accounting Provisions*. Business Associate shall make available to Covered Entity in response to a request from an Individual, information required for an accounting of Disclosures of PHI with respect to the Individual, in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time,

unless an exception to such Accounting exists under 45 C.F.R. § 164.528. Such Accounting is limited to Disclosures that were made in the six (6) years prior to the request and shall not include any Disclosures that were made prior to the compliance date of the Privacy Rule. Business Associate shall provide such information necessary to provide an accounting within thirty (30) days of Covered Entity's request.

8.2 *Special Provisions for Disclosures made through an Electronic Health Record.* As of the date required by HITECH, if Covered Entity uses or maintains an Electronic Health Record with respect to PHI and if Business Associate makes Disclosures of PHI for Treatment, Payment or Health Care Operations purposes through such Electronic Health Record, Business Associate will provide an accounting of Disclosures that Covered Entity has determined were for Covered Entity's Treatment, Payment and/or Health Care Operations purposes to Individuals who request an accounting directly from Business Associate. Any accounting made pursuant to this Section 8.2 shall be limited to Disclosures made in the three (3) years prior to the Individual's request for the accounting. The content of the accounting shall be in accordance with 45 C.F.R. § 164.528, as it may be amended from time to time.

8.3 *Fees for an Accounting.* Any accounting provided under Section 8.1 or Section 8.2 must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost based fee may be charged for subsequent accountings if Business Associate informs the Covered Entity and the Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request.

9. Withdrawal of Consent or Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific consent or authorization for the use of his or her PHI, and (i) the Individual revokes such consent or authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the Use and Disclosure of any such Individual's PHI except to the extent it has relied on such Use or Disclosure, or where an exception under the Privacy Rule expressly applies.

10. Records and Audit. Business Associate shall make available to Covered Entity and to the Secretary of Health and Human Services ("Secretary") or her agents, its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Privacy Rule and the Security Rule or any other health oversight agency, in a timely a manner designated by Covered Entity or the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests served upon Business Associate by or on behalf of any and all government authorities relating to PHI received from, or created or received by, Business Associate on behalf of Covered Entity.

11. Notice of Privacy Practices. Covered Entity shall provide to Business Associate its Notice of Privacy Practices ("Notice"), including any amendments to the Notice. Business Associate agrees that it will abide by any limitations set forth in the Notice, as it may be amended from time to time, of which it has knowledge. An amended Notice shall not affect permitted Uses and Disclosures on which Business Associate has relied prior to receipt of such Notice.

12. Security. Business Associate will (i) implement Administrative, Physical and Technical Safeguards that reasonably and appropriate protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under the Security Rule; and (ii) ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information as required under the Security Rule. Further, as of the date required by HITECH, Business Associate shall comply with the standards and implementation specifications set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 with respect to such Administrative, Physical and Technical Safeguards.

13. Term and Termination.

13.1 This BAA shall commence on the effective date of the Agreement and shall remain in effect until terminated in accordance with the terms of this Section 13, provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this BAA prior to the effective date of termination, all of which shall continue in accordance with their terms.

13.2 Covered Entity shall have the right to terminate this BAA for any reason upon thirty (30) days written notice to Business Associate.

13.3 Covered Entity, at its sole discretion, may immediately terminate this BAA and shall have no further obligations to Business Associate hereunder if any of the following events shall have occurred and be continuing:

i) Business associate shall fail to observe or perform any material covenant or agreement contained in this BAA for ten (10) days after written notice thereof has been given to Business Associate by Covered Entity; or

ii) A violation by Business Associate of any provision of the Privacy Rule, Security Rule, or other applicable federal or state privacy law.

13.4 Upon the termination of negotiations for a possible business relationship with Covered Entity, this BAA shall terminate simultaneously without additional notice.

13.5 Upon termination of this BAA for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise created through the performance of the Agreement Services for

Covered Entity that is in the possession or control of Business Associate or its agents. In the case of information for which it is not feasible to "return or destroy", Business Associate shall continue to comply with the covenants in this BAA with respect to such PHI and shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment. Termination of this BAA shall be cause for Covered Entity to terminate the Agreement.

14. Miscellaneous.

14.1 *Notice.* All notices, requests, demands and other communications required or permitted to be given or made under this BAA shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below.

Business Associate:	Covered Entity:
_____	Spindletop Center
_____	655 S. 8th St.
_____	Beaumont, TX 77701
Attention: _____	Attention: CEO

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14.2 *Waiver.* No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

14.3 *Assignment.* Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this BAA without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

14.4 *Compliance with HITECH; Agreement to Amend BAA.* The parties agree that it is their intention (i) to comply with the privacy and security provisions contained in HITECH and (ii) to incorporate those provisions into this BAA to the extent required by HITECH. The parties further agree to amend this BAA to the extent necessary to comply with state and federal laws, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HITECH, and any regulations promulgated or other guidance issued pursuant to HIPAA and HITECH.

14.5 *Entire Agreement.* This BAA constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this BAA, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of any such later agreement(s), the terms of this BAA shall control unless the terms of such later agreement comply with the Privacy Rule and the Security Rule. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. This BAA is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third party beneficiary under this BAA, nor shall any third party have any rights as a result of this BAA.

14.6 *Governing Law.* This BAA shall be governed by and interpreted in accordance with the laws of the State where Covered Entity is located.

14.7 *Counterparts.* This BAA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this BAA, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this BAA is sought.

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AGREED AND ACKNOWLEDGED:

BUSINESS ASSOCIATE:

Company Name: Jefferson County, Texas

By: _____

Name: Jeff Branick

Title: County Judge

Date: 10/1/18

COVERED ENTITY:

Spindletop Center

By: _____

Name: Holly Borel

Title: Chief Executive Officer

Date: 9/13/18

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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. Loma George
Hon. Jeff Branick's Office

FROM: Commissioner Everette Alfred

DATE: September 20, 2022

RE: Kenneth Minkins Retirement Resolution

Please place this item on the Agenda for Tuesday, September 27, 2022:

Consider and possibly approve a Resolution recognizing Kenneth Minkins for his 20 years of service to Jefferson County Precinct # 4 and wishing him well in his retirement.

Thank you.

EA/nr

Resolution

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 27 day of September, 2022, on motion made by Everette 'Bo' Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, Kenneth Minkins started his career with Jefferson County on September 30, 2002, devoting 20 years of his life to the service of the citizens of Jefferson County; and

WHEREAS, that service was provided through Jefferson County Road and Bridge Precinct #4 under Commissioner Everette "Bo" Alfred; and

WHEREAS, Kenneth Minkins served as Precinct Road Superintendent, and during that time he maintained more than 100 miles of roadway in Precinct 4; and

WHEREAS, through the oversight of **Kenneth Minkins**, the Precinct # 4 staff prepared for, conducted rescue operations during, picked up thousands of tons of debris after, repaired more than 300 road signs, and distributed water, ice, food, and supplies after seven storms, which include: Hurricane Rita in 2005, Hurricanes Gustav and Ike in 2008, Hurricane Harvey in 2017, Tropical Storm Imelda in 2019, Hurricane Laura in 2020, and Tropical Storm Nicholas in 2021; and

WHEREAS, through hard work, dedication, and a commitment to excellence, **Kenneth Minkins** has earned the respect of his co-workers and the citizens of Jefferson County, and will be missed.

NOW THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas, does hereby recognize Kenneth Minkins for his many years of dedicated service and wishes him well in his much deserved retirement.

SIGNED this 27 day of September, 2022.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 27th day of September, 2022, on motion made by Everette"Bo"Alfred, Commissioner of Precinct No. 4, and seconded by Michael Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

WHEREAS, Jason Castille is leaving Jefferson County Precinct 3 Road & Bridge after 22 years and 6 months of service, and,

WHEREAS, **Jason Castille** began his journey with the County working as a Utility Maintenance Worker and then as Superintendent and lastly as Road foreman for Precinct 3 in the Road Bridge Department where he weathered many tropical storms and major flooding events, Road Build seasons, ending his career with Precinct 3 Road Bridge; and,

WHEREAS, Jason Castille relationship with his peers and community members are treasured ones. His drive to help those through disaster and triumph has not gone unnoticed. He is known throughout the precinct as a reliable and honorable co-worker and friend who will be dearly missed; and,

WHEREAS, after 22 years and 6 months, we say Goodbye, Happy Retirement and Thank You to **Jason Castille** for your dedicated service, knowledge and management over the years, maintaining a reputable and safe work place for Jefferson County Precinct 3 Road&Bridge; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does hereby honor and commend **Jason Castille** for dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 27th day of September, 2022.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

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TEXAS WATER DEVELOPMENT BOARD

CONTRACT INITIATION FORM

TWDB Contact Information

Contract Manager	Veronica Villalobos-Pogue
Office/Division/Section	WSC/FSCA/GC
Phone Number	512-383-6761

Contract Information and Funds Expiration

Contract No.	**2000012634**	Grant	Yes
Payable	**x**	Receivable	

Contract Dates

Board Approval Date (N/A if no date)	Start Date	Expiration Date
10/07/21	03/22/22	07/18/25

Most Recent Amendment Execution Date:		**Original Contract Expiration Date:**	

Contractor Information

Proposal Number	00005329
Vendor ID # (aka: Tax Payer ID#)	746000291
Vendor Name	Jefferson County
Street Address	1149 Pearl Street, Ste 301
City, State, Zip	Beaumont, Texas 77701-3600
Telephone Number	409-835-8501
Vendor Contract Mgr/Email Address	Patrick Swain/ Patrick.Swain@jeffcotx.us
Signer of Contract/Email Address	Jeff R. Branick/ jbranick@co.jefferson.tx.us

Anticipated Budget

Contractor Share of Costs	$ -
TWDB Share of Costs	$ -
Receivable Share of Costs	$ 1,010,727.90
Total Contract Costs	$ 1,010,727.90

Procurement & Contract Services

Vendor Checks

Please Initial each Item		
sr	USAS (PYADDR/PYHOLD)	
sr	Franchise Tax Search	
sr	SAM Check	Expiration Date: 04/28/23
sr	Debarred Vendor List	
sr	Boycott Israel	
sr	Ties to Sudan/Iran/Foreign Terrorist Organizations/Designated Foreign Terrorist Org	
n/a	W-9 Received (new contractor only-if applicable)	

Requested Action	x	New Contract
		Amendment
		Amendment No. (if applicable)

Payable/Receivable Contract Relationship

Receivable FEMA Contract: 2000012626

External Contract No	EMT-2020-FM-007, EMT-2020-FM-007-0010 CFDA No. 97.029

List of Counties for Study Area (Enter names, statewide, or non specific). If statewide, community count = 254

Jefferson County

Retainage for Contract

Retainage %	See Below
Special Instructions	100% reimbursed up to 90% of the grant funding as per the standard language in the contract.

Detailed Description of Contract

FY 2020 FMA-Jefferson County seeks to mitigate 5 flood prone structures through elevation.

Detailed Description of Amendment

Best Value Standard - Procurement Method (X method used)

Method	X	Announcement/Publication
RFQ/RFP/RFA/RFO	x	NOFO-Grants.gov
Interagency/Local		
Purchase		
Receivable Grant		
PCC CODE - For Finance Review		9 - Exempt
If no PCC Code, DocType will be 9 and a legal cite is required.		
Legal Cite: Interlocal Cooperation Act		

BUDGET USE ONLY

TWDB SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	PREV	AY 2022	AY 2023	Total	Funds Expire
							$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
						$ -	$ -	$ -	$ -	
					TWDB Subtotal	$ -	$ -	$ -	$ -	

RECEIVABLE SHARE

FUND (4-XXXX)	COBJ (4-XXXX)	MOF (3-XXX)	DEPT (4-XXXX)	PCA (5-XXXXX)	Work # (6-XXXXXX)	PREV	AY 2022	AY 2023	Total	Funds Expire
0001	7612	F06	C344	21021	G02143		$ 1,010,727.90	$ -	$ 1,010,727.90	3/21/25+120 days
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
							$ -	$ -	$ -	
					Receivable Subtotal	$ -	$ 1,010,727.90	$ -	$ 1,010,727.90	
					Contractor Subtotal		$ -	$ -	$ -	
					Contract Total	**$ -**	**$ 1,010,727.90**	**$ -**	**$ 1,010,727.90**	

APPROVAL SIGNATURES and CONFIRMATION OF COMPLIANCE WITH AGENCY POLICY & THE STATE OF TEXAS CONTRACT MANAGEMENT GUIDE

By signing this form, you are certifying that this contract packet and its contents meet with your approval

Contract Approval	Printed Name	Signature	Date
Procurement & Contract Services	Cameron Turner		9/2/2022
Budget Director [and Budget Officer]	Loren Sammon GJ: GJ	Loren Sammon	9/6/2022
Contract Manager	Veronica Villalobos-Pogue	Veronica Villalobos-Pogue	9/2/2022
Program Manager	Kathy Hopkins	K C Hopkins	9/8/2022
Division Director	Saul Nuccitelli	Saul Nuccitelli	9/13/2022
Legal Counsel	Annette Mass	Annette Mass	9/2/2022
Financial Operations	Letty Molina EE: EE AW: AW	Letty Molina	9/6/2022
Deputy Executive Administrator	John Dupnik	John Dupnik, P.G.	9/13/2022
Executive Administrator [or Designee]	Jeff Walker AL: AL	Jeff Walker	9/20/2022

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STATE OF TEXAS

COUNTY OF TRAVIS

TWDB Contract No. 2000012634

Flood Mitigation Assistance
Project Grant
JEFFERSON COUNTY

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD (TWDB), the RECIPIENT, serving as administrator of the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program, and **JEFFERSON COUNTY**, the SUBRECIPIENT (CONTRACTOR).

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB/RECIPIENT - The Texas Water Development Board, Data Universal Number System (DUNS) No. 091209978, or its designated representative.

2. FEMA - Federal Emergency Management Agency

3. FMA - Flood Mitigation Assistance Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.029

4. 2 CFR PART 200 - Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

5. CONTRACTOR/SUBRECIPIENT - **JEFFERSON COUNTY**, DUNS No. 010807535

6. EXECUTIVE ADMINISTRATOR - The Executive Administrator of TWDB or a designated representative.

7. PARTICIPANT(s) - Property owners participating in the Flood Mitigation Assistance subgrant (EXHIBIT B).

8. REQUIRED INTERLOCAL AGREEMENT(s) - N/A

9. FEMA APPROVAL DATE - March 22, 2022

10. TWDB APPROVAL DATE – October 7, 2021

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11. PROJECT AREA - The project area is more specifically defined in EXHIBIT B (the original grant application).

12. CONTRACT EFFECTIVE DATE - March 22, 2022

13. PROJECT COMPLETION DATE - March 21, 2025

14. CONTRACT EXPIRATION DATE - July 18, 2025

15. TOTAL PROJECT COST - $ 1,010,727.90

16. FEDERAL SHARE OF THE TOTAL PROJECT COST - Not to exceed $ 1,010,727.90

17. TWDB SHARE OF THE TOTAL PROJECT COST- Not to exceed $ 0

18. LOCAL SHARE OF THE TOTAL PROJECT COST - is estimated to be $ 0

19. PAYMENT REQUEST SCHEDULE - Submit payment requests totaling a minimum of $5,000 on a Federal quarterly basis, unless it is the final payment request being submitted.

20. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT:

    A. In accordance with Section II, Article VIII, DISTRIBUTING GRANT FUNDS, upon request from CONTRACTOR, TWDB will advance funds for mitigation of structures not to exceed 5 structures per advance request. Subsequent advance requests by CONTRACTOR will only be approved by TWDB if 70 percent (70%) of the immediate prior advance of funds has been expended and if 100 percent (100%) of all other prior advance funds have been expended. All CONTRACTOR requests for advance funds must include a narrative progress report and justification for the advance of funds, which must include an executed copy of any subcontract documents between PARTICIPANT and CONTRACTOR and a timeframe for completion of work under each subcontract.

    B. No reimbursement or advance will be released until CONTRACTOR submits an implementation plan and the plan or any future modifications are approved by TWDB.

    C. Section II, Article VIII, Paragraph 4, the following additional paragraph is added:
    CONTRACTOR must develop standard subcontract/agreement templates for use with individual PARTICIPANTS and must submit the standard subcontract/agreement templates to the EXECUTIVE ADMINISTRATOR for review and approval prior to use or execution of any documents with individual PARTICIPANTS. Any subsequent modifications to the approved templates must also be submitted for review and approval by the EXECUTIVE

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ADMINISTRATOR prior to use. CONTRACTOR and its subcontractor(s) must keep executed copies of all agreements entered into and relating to the work under this CONTRACT.

D. CONTRACTOR must meet with TWDB's designated Contract Manager on a (biweekly) basis to discuss the progress of the project as well as any delays or concerns.

E. Section II, Article VIII, Paragraph 10, last sentence is changed as follows: Any expenses incurred by CONTRACTOR above the amount of the previous advance will be reimbursed to CONTRACTOR based on the cost share percentages shown in EXHIBIT D.

F. Funding for Contingencies is not automatically available for use. To request Contingencies funds, Contractor must demonstrate what unforeseen condition related to the project has arisen. If use of the Contingencies funding is approved by FEMA, TWDB will provide written notice to Contractor reallocating funds to the applicable Task Budget category.

G. CONTRACTOR must ensure that all mitigated structures maintain NFIP flood insurance policies valid through the date FEMA approves closeout of the subgrant. If CONTRACTOR fails to ensure NFIP policy coverage is in place by providing a current declarations page for each property, CONTRACTOR must purchase NFIP policies on behalf of the property owner. If CONTRACTOR fails to ensure that NFIP policy coverage is maintained, CONTRACTOR will be responsible for repayment of the elevation or mitigation cost for each property without an active NFIP policy at the time of FEMA closeout.

H. CONTRACTOR must submit documentation of final notice issued that meets the requirements under Executive Order 11988 as indicated in Exhibit A, not later than 15-days prior to the first structure being mitigated under this agreement. No funds will be reimbursed until such documentation is provided and receives TWDB's concurrence.

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SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

WHEREAS, CONTRACTOR applied through TWDB for a FEMA project grant under the FMA program to mitigate specific flood problems as identified in EXHIBIT B, the original grant application, which is incorporated herein and made a permanent part of this CONTRACT; and

WHEREAS, CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable; and

WHEREAS, CONTRACTOR will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with the FMA requirements; and

WHEREAS, on the FEMA APPROVAL DATE, FEMA approved CONTRACTOR's application for financial assistance;

NOW, THEREFORE, TWDB and CONTRACTOR agree as follows:

ARTICLE II AGREEMENTS

1. The United States of America, through the Director of FEMA, has agreed to fund to CONTRACTOR, through TWDB, the FEDERAL SHARE OF THE TOTAL PROJECT COST. By acceptance of the funds awarded, CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified herein and made a part hereof by reference.

2. Services and activities provided under this CONTRACT must be in strict compliance with the requirements of Texas Government Code Chapter 742, as well as EXHIBIT A, the FEMA Award Package.

3. CONTRACTOR will provide Flood Mitigation Assistance to the PROJECT AREA, as delineated and described in EXHIBIT B, the original grant application, and according to the implementation plan approved by TWDB.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance of this CONTRACT is from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

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ARTICLE IV. APPLICABLE FEDERAL LAWS AND RULES

FEMA requires all grant recipients and subrecipients to comply with federal laws and rules. These federal laws and rules are listed in Article VIII of the FEMA Award Package (EXHIBIT A), which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR must comply with all federal laws and rules listed in EXHIBIT A. All FEMA grants are also subject to the following requirements:

1. TWDB will reimburse CONTRACTOR for costs determined by FEMA to be allowable, allocable, necessary and reasonable in accordance with 2 CFR Part 200.

2. CONTRACTOR must follow applicable matching or cost-sharing requirements found in 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as required (EXHIBIT A).

3. The project will be administered by CONTRACTOR following the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (EXHIBIT B) was submitted to FEMA, which is available at www.fema.gov.

4. CONTRACTOR must notify TWDB of any funds transferred to FEMA arising from the performance of this CONTRACT, along with accrued interest, if any.

5. Construction Project Requirements

   A. Acceptance of federal funding requires FEMA, TWDB and CONTRACTOR to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

   B. Any changes to the approved scope of work as outlined in EXHIBITS A and B will require re-evaluation by TWDB and FEMA for CONTRACTOR compliance with the National Environmental Policy Act and other laws and Executive Orders.

   C. If ground disturbing activities occur during construction, CONTRACTOR must ensure monitoring of the ground disturbance and, if any potential archeological resources are discovered, CONTRACTOR must immediately cease construction in that area and notify TWDB and FEMA.

6. Publication Rights. Any publication resulting from work performed under this CONTRACT must include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement nor reflect the views of FEMA or TWDB.

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7. Contract Amendments. No subsequent grants, monetary increase amendment, or time extension amendment will be approved unless all overdue financial or performance reports have been submitted to TWDB by CONTRACTOR. Exceptions to this policy can be approved only by FEMA.

8. Registration and Reporting Requirement. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, CONTRACTOR is required to obtain a Data Universal Numbering System (DUNS) number and register with the System of Award Management (www.sam.gov). Registration and reporting requirements must be maintained during the life of this CONTRACT.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

1. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports; drafts of reports; material, data, drawings, studies, analyses, notes, plans, computer programs and codes; or other work products, whether final or intermediate.

   A. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.

   B. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or part.

   C. If Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest of Contractor Works to TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by TWDB.

   D. TWDB and CONTRACTOR acknowledge that the copyright in and to copyrightable Contractor Works subsists upon creation of the Contractor Works and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.

   E. TWDB and CONTRACTOR each have full and unrestricted rights to use Contractor Works with no compensation obligation.

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2. "Use" of a work product, whether Contractor Works, Subcontractor Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any medium or form, whether now known or later existing.

3. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether Contractor Works, Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.

4. "Dissemination" includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.

5. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and Subcontractor in, or otherwise resulting from, the performance of services under this CONTRACT.

6. For purposes of this Article, "Subcontractor Works" includes all work product developed in whole or part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the Subcontractors' Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:

   A. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:

   B. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with the Subcontractor) of all Subcontractor Works, with No Compensation Obligation; or

   C. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to

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sublicense use to third parties, with No Compensation Obligation.

7. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or their Subcontractor(s) unless Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing,:

   A. any application made for patent must include and name TWDB (and, as applicable and desired by them, CONTRACTOR) as co-owners of the patented work;

   B. no patent granted will in any way limit, or be used by CONTRACTOR or Subcontractor to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and

   C. TWDB (and, if applicable, CONTRACTOR) will have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.

8. CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB, and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.

9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its Subcontractor(s) pursuant to this CONTRACT or using any funding provided by TWDB may be reproduced in any medium, form or format by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products it deems appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.

10. CONTRACTOR agrees to promptly notify TWDB regarding any media requests or inquiries relating to the work performed under this CONTRACT.

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ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

A. **Disaster Recovery Plan**. Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.

B. **Dispute Resolution**. The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.

D. **Funding Limitation.** CONTRACTOR understands that all obligations of TWDB under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to TWDB if such funds are not appropriated or become unavailable.

E. **Force Majeure**. Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

F. **Governing Law and Venue**. This CONTRACT is governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

G. **Indemnification**. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ITS NEGLIGENT ACTS OR OMISSIONS OR TORTIOUS ACTS. NOTHING HEREIN WILL BE CONSTRUED AS CONSENT BY THE STATE OF TEXAS, TWDB OR ANY STATE AGENCY OR ENTITY AS CONSENT TO BE SUED IN ANY MATTER ARISING OUT OF THIS CONTRACT.

H. **Public Information Act**. CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this

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CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

I. **Right to Audit**.

1. The state auditor and the EXECUTIVE ADMINISTRATOR may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
2. The CONTRACTOR shall make such documents and records available for examination and audit by the Federal government and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.

J. **Severability.** Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain in full force and effect.

2. AFFIRMATIONS AND CERTIFICATIONS

A. **Child Support Obligation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Texas Family Code § 231.006, the contractor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. FEDERAL PRIVACY ACT NOTICE: This notice is

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given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code."

B. **Contract Oversight.** CONTRACTOR represents and warrants that it will maintain oversight to ensure that CONTRACTOR and Subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. **Debts and Delinquencies**. CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.

D. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations.** CONTRACTOR represents and warrants that it will comply with Texas Government Code § 2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

E. **Excluded Parties**. CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224. "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

F. **Executive Head of a State Agency**. In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.

G. **Legal Authority.** CONTRACTOR represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing the filing of the application or response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of CONTRACTOR to act in connection with the application or response and to provide such additional information as may be required.

H. **Lobbying Expenditure Restriction.** CONTRACTOR represents and warrants

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that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract or grant are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.

I. **No Conflicts of Interest**. CONTRACTOR represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112.

J. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by **CONTRACTOR if CONTRACTOR is a governmental entity,** TWDB or the State of Texas of any immunities from suit or from liability that TWDB or the State of Texas may have by operation of law.

K. **Open Meetings.** If CONTRACTOR is a governmental entity, CONTRACTOR represents and warrants its compliance with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

L. **Political Polling Prohibition.** CONTRACTOR represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

M. **Records Retention.** CONTRACTOR represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. TWDB reserves the right to direct a contractor to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.

N. **Reporting Compliance.** Respondent represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

O. **Subaward Monitoring.** CONTRACTOR represents and warrant that it will monitor the activities of any subrecipient as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

P. **Suspension and Debarment**. CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management*

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(SAM) maintained by the General Services Administration.

Q. **Compliance with Federal Laws, Rules and Requirements.** CONTRACTOR represents and warrants that it will comply and assure the compliance of all its subrecipients and subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, CONTRACTOR represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to CONTRACTOR, the more restrictive requirement applies.

R. **Disclosure of Violations of Federal Criminal Law.** CONTRACTOR represents and warrants its compliance with 2 CFR § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

S. **Byrd Anti-Lobbying Amendment**. CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by CONTRACTOR to conduct such lobbying activities, Contractor must promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), CONTRACTOR acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

ARTICLE VII. STANDARDS OF PERFORMANCE.

1. **Personnel**. CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

2. **Professional Standards**. CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner

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required by this CONTRACT.

3. **Procurement Laws**. CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, as well as 2 CFR §§ 200.319 – 200.326, Methods of Procurement, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

   CONTRACTOR must comply with all regulations listed in 2 CFR Part 200 and state law and procedure for the purchase of equipment and supplies.

4. **Independent Contractor**. Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5. **Proprietary and Confidential Information**. CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

6. **Contract Administration**. TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

7. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

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8. **Remedies for Nonperformance**. If CONTRACTOR fails to comply with any requirement of the CONTRACT, TWDB may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to CONTRACTOR, may revoke any prior acceptance, may require CONTRACTOR to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against CONTRACTOR under the contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the CONTRACT will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TWDB as an agency of the State of Texas or otherwise available to TWDB. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to TWDB by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

ARTICLE VIII. DISTRIBUTING GRANT FUNDS

1. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COST and the TWDB SHARE OF THE TOTAL PROJECT COST, if applicable, for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. If applicable, CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COST and the TWDB SHARE OF THE TOTAL PROJECT COST, if applicable, of each invoice up to ninety percent (90%) pending CONTRACTOR's performance. Upon TWDB's review and approval of project completion according to the specific close-out requirements for FMA, TWDB will pay the remaining ten percent (10%) to CONTRACTOR. The cost share per property is detailed in EXHIBITS A, B and D.

   Notwithstanding the above referenced paragraph, TWDB may provide advance funds to CONTRACTOR in order to minimize the time elapsing between the transfer of funds and their disbursement by CONTRACTOR. Such advance funds will be disbursed in compliance with FEMA regulations, including but not limited to 2 CFR Part 200. CONTRACTOR understands and agrees that it has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments before receiving any subcontractor invoices.

   Depending upon availability of funds, TWDB may elect to fund the matching cost share to the Federal funds received and the amount will be described in TWDB SHARE OF THE TOTAL PROJECT COST, if applicable. If PARTICIPANT(S) have already paid some or all of the required matching funds, CONTRACTOR must submit

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evidence that PARTICIPANT(s) have been fully reimbursed before TWDB will release the TWDB SHARE OF THE TOTAL PROJECT COST to CONTRACTOR.

2. Before submitting any subcontractor's invoices and prior to reimbursement or advances of funds, CONTRACTOR must submit a copy of all procurement documents, the scoresheets for all respondents, and the official submittal of the selected subcontractor to TWDB for concurrence with 2 CFR Part 200.319-200.326.

3. CONTRACTOR must submit an implementation plan for review and approval by TWDB prior to commencement of construction activities. The approved implementation plan will then become a permanent part of this CONTRACT as EXHIBIT C.

4. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontractor procurement(s) have been submitted and where such subcontracts or agreements have been determined acceptable by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and acceptance of contracts or agreements between CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. All subcontract agreements must include the DUNS number for the subcontractor. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under its subcontracts or agreements. Each subcontract or agreement must include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

5. CONTRACTOR must submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in EXHIBIT D to this CONTRACT. For reimbursement, CONTRACTOR must submit a signed and completed Payment Request Checklist along with task and expense spreadsheet (https://www.twdb.texas.gov/about/contract_admin/index.asp) and documentation listed below, according to the PAYMENT REQUEST SCHEDULE. All required reports must be current as detailed in Article X and XI of this section. The Payment Request package must include the following:

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A. The completed Payment Request Checklist must include the total incurred and paid expenses along with the following information
   (1) TWDB Contract Number;
   (2) The reimbursement period; beginning (date) to ending (date);
   (3) Total Expenses being requested for this period;
   (4) Total In-kind services, if applicable;
   (5) Total Federal, TWDB, and Local Share of the total study cost for the billing period, as applicable;
   (6) Total to be reimbursed by TWDB for the billing period; and
   (7) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.

B. For direct expenses incurred by CONTRACTOR for subcontracted work:
   (1) Copies of detailed, itemized invoices/receipts from the subcontractor to CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
   (2) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in EXHIBIT D; and the total dollar amount paid to and due to the subcontractor(s). The spreadsheet should also include the expense budget and the cost of each expense item. Any payments of expenses which CONTRACTOR withholds from a subcontractor for the purposes of retainage, will be considered to have been paid by CONTRACTOR for purposes of determining expenses paid.

C. For direct expenses incurred by CONTRACTOR other than subcontracted work:
   (1) Copies of detailed, itemized invoices/receipts from expenses purchased by CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
   (2) A spreadsheet showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in EXHIBIT D. The spreadsheet should also include the expense budget and the cost of each expense item.

D. For travel expenses for CONTRACTOR(s) and/or subcontractors:
   (1) Names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded. Receipts required for lodging;

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(2) Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
(3) All other reimbursable travel expenses i.e., invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.

6. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed ten (10%) percent of the total authorized amount by this CONTRACT. Larger deviations require approval by the EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

   For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that any REQUIRED INTERLOCAL AGREEMENT(s) and contracts or agreements between CONTRACTOR and subcontractors are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.

7. CONTRACTOR and its subcontractors must maintain timely, true, and accurate financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent with Generally Accepted Accounting Principles (GAAP).

8. If CONTRACTOR chooses and is authorized by TWDB for the advance method for distribution of grant funds under Section I, Article I, Paragraph 21 and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to CONTRACTOR a percentage of the amount shown in EXHIBIT D not to exceed the amount of the TOTAL PROJECT COST.

9. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, CONTRACTOR must submit a Request for Advance to the EXECUTIVE ADMINISTRATOR before receiving another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COST. CONTRACTOR must attach the most recent written financial reports described in Section II, Article X and performance report described in Section II, Article XI, Paragraph 1 and the documentation listed in Section II, Article VII, Paragraph 5 to the Request for Advance Checklist. Any expenses incurred by

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CONTRACTOR exceeding the amount of the previous advance will be reimbursed based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COST of this CONTRACT.

10. Within 30 days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by CONTRACTOR and the amounts advanced by TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COST.

11. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within 10 business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by CONTRACTOR with the required documentation within 30 days or prior to next reimbursement request (whichever sooner) to be reconsidered for reimbursement.

12. If for some reason a reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.

13. CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.

14. CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in a lapse of funds and unavailability of the remaining funding under this CONTRACT.

ARTICLE IX. SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:

   A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of

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reimbursable expenses.

B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between the JEFFERSON COUNTY and the Texas Water Development Board, TWDB Contract No. 2000012634. Subcontractor adopts by reference the requirements of Section II, Article IX of TWDB Contract No. 2000012634 for this Subcontract."

2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:

A. The Subcontract is subject to audit by the Texas State Auditor's Office, EXECUTIVE ADMINISTRATOR and Federal government and Subcontractor must cooperate with any request for information as further described in Section II, Article VI, Paragraph 1I.;

B. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article VI, Paragraph 1D;

C. Ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or CONTRACTOR will become data, materials and work owned by TWDB, and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;

D. Subcontractor must keep timely and accurate books and records of accounts according to generally accepted accounting principles, as further described in Section II, Article VIII, Paragraph 7;

E. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

F. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE X. FINANCIAL REPORTS

1. CONTRACTOR must submit an original TWDB Quarterly Financial Report (TWDB QFR) and Federal Financial Report (FFR, SF-425) to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter of the PROJECT with the exception of the final report,

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which is due 45 days after the PROJECT COMPLETION DATE.

2. If applicable, CONTRACTOR must submit any other reports specified in EXHIBIT A of this CONTRACT.

ARTICLE XI. PERFORMANCE REPORTING

1. Quarterly. CONTRACTOR must submit an original Program Performance Report (SF-PPR) and any supporting documentation to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter in accordance with Section II, Article IV, Paragraph 3.

2. Final Report. CONTRACTOR must submit an original final Program Performance Report (SF-PPR), Federal Financial Report (FFR, SF-425), and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Section II, Article IV, Paragraph 3. The reports must be submitted to the TWDB Contract Manager within 45 days following the PROJECT COMPLETION DATE.

ARTICLE XII. AMENDMENT, TERMINATION, AND STOP ORDERS

1. Notice. TWDB, CONTRACTOR, or FEMA may terminate grant award agreements by giving written notice at least seven calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. CONTRACTOR's authority to incur new costs will terminate on the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Section II, Article IV, Paragraph 3.

2. Discontinuation of Work. Upon receiving notice of termination, CONTRACTOR must discontinue work in accordance with the EXECUTIVE ADMINISTRATOR's termination instructions and delay or terminate all applicable orders and subcontracts immediately.

3. Unpaid Balances. In the event that this CONTRACT is terminated, TWDB's only liability will be to pay CONTRACTOR the unpaid balance due CONTRACTOR for work actually performed.

4. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a

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Restart Order within 60 days of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.

5. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE upon written approval from FEMA. CONTRACTOR must notify the EXECUTIVE ADMINISTRATOR in writing within 90 days prior to the PROJECT COMPLETION DATE if an extension is required.

6. If termination of the CONTRACT occurs, the procedures described in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be followed.

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ARTICLE XIII. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

All correspondence, reports, and reimbursements related to this CONTRACT must be made to the following addresses:

For TWDB:

Contract Matters:
Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:
Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:
Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For CONTRACTOR:

Contract Matters:
Patrick Swain
1149 Pearl St, STE 301
Beaumont, TX 77701
Email: patrick.swain@jeffcotx.us

Payment Request Submission:
Patrick Swain
1149 Pearl St, STE 301
Beaumont, TX 77701
Email: patrick.swain@jeffcotx.us

Physical Address:
1149 Pearl St, STE 301
Beaumont, TX 77701

IN WITNESS WHEREOF, the PARTIES have caused this CONTRACT to be duly executed.

TEXAS WATER DEVELOPMENT BOARD

Jeff Walker
Jeff Walker
Executive Administrator

Date: 9/20/2022

JEFFERSON COUNTY

The Honorable Jeff R. Branick
Jeff R. Branick
Jefferson County Judge

Date: 9/20/2022

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EXHIBIT A
FEMA AWARD PACKAGE

- **Award Cover Letter**
  - **Form 76-10A**
- **Article of Agreement**
  - **Cost Review**
- **National Environmental Policy Act Requirements**
- **Notice of Funding Opportunity**

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EXHIBIT B
ORIGINAL GRANT APPLICATION

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EXHIBIT C
IMPLEMENTATION PLAN

The implementation plan will be provided to the TWDB for review and approval within 90 days of execution of this contract. The approved implementation plan will become a permanent part of this CONTRACT.

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EXHIBIT D

TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
Task 1	Project Management	$48,129.90
Task 2	Elevation cost	$885,760.00
Task 3	Temporary Housing	$5,000.00
Task 4	Project Inspection Fees	$12,500.00
Task 5	Structural Integrity	$7,500.00
Task 6	Elevation Certificates	$4,000.00
Task 7	Permitting fees	$2,000.00
Task 8	Contingency	$45,838.00
Total		**$1,010,727.90**

EXPENSE BUDGET

Expense Category	Total Budget
Salaries and Wages[1]	$0.00
Fringe[2]	$0.00
Travel[3]	$0.00
Pre-Award	$0.00
Subcontractor (Grant Management)	$48,129.90
Subcontractor (Elevation)	$899,260.00
Other Expenses- Temporary Housing[4]	$5,000.00
Subcontract (Inspections)	12,500.00
Property Buyout[6]	$0.00
Other Expenses- Contingency[7]	$45,838.00
Total	**$1,010,727.90**

[1] Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, surveymen, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

[2] Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

[3] Travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded.

[4] Other Expenses is defined to include the cost of temporary housing for the homeowner while the elevation is being performed for this CONTRACT.

[6] Property Buyout is defined as the cost of Site Acquisitions, Appraisal, Property Owner Counseling, Title Search and Closing and tenant or inhabitant relocation assistance

[7] Contingency is defined as costs in the event there is an increase to demolition, asbestos, removal, abatement, and remediation services similar to those specified in this CONTRACT.

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Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Effective date: 03/21/2022

John Dupnik
WATER DEVELOPMENT BOARD, TEXAS
P. O. BOX 13231
AUSTIN, TX 78711

EMT-2020-FM-007

Dear John Dupnik,

$14,041,636.97 in Federal Funding.
Congratulations, on behalf of the Department of Homeland Security, your application for financial asssistance submitted under the Fiscal Year 2020 Flood Mitigation Assistance funding opportunity has been approved in the amount of $14,041,636.97 in Federal Funding. As a condition of this award, you are required to contribute a cost match in the amount of $436,537.32 of non-Federal funds. The Federal share is $14,041,636.97 of the approved total project cost of $14,478,174.29. Please see the FY 2020 FMA Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2020 FMA Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Mark Price
Director

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Obligating document

1.Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMT-2020-FM-007	N/A	742378168	AWARD	TX00060N2022T-001

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
WATER DEVELOPMENT BOARD, TEXAS 1700 N CONGRESS AVE STE 690 AUSTIN, TX 78701	FEMA Region VI 800 N. Loop 288 Denton, Texas 76209-3698 940-898-5399	FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Officer	10a. Phone No.
John Dupnik	512-9360861	Flood Mitigation Assistance Program	816-283-7061

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period / Budget Period
03/21/2022	OTHER - FEMA GO	COST SHARING	**Performance Period** 03/22/2022 to 03/21/2025 **Budget Period** 03/22/2022 to 03/21/2025

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FMA	97.029	2022-05-JG05 - R062-xxxx-4101-D	$0.00	$14,041,636.97	$14,041,636.97	See Totals
		Totals	$0.00	$14,041,636.97	$14,041,636.97	$436,537.32

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This is not applicable for digitally signed grant agreements.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
John Dupnik	**05/10/2022**

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Mark Price, Director	**03/21/2022**

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U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ATTACHMENT to FEMA Form 76-10A, Obligating Document for Award/Amendment

Obligation Number: EMT-2020-FM-007
Recipient: Texas Water Development Board
Program: Flood Mitigation Assistance (FMA)

Block 15b. Description of Action Changes

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Purpose: To award federal funds to sub-awards referenced below

Terms and conditions of this grant are specified in the attached Agreement Articles.

Execution of the FF76-10a is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded for this grant are available for obligation by the recipient during the period **03/22/2022 through 03/21/2025**. The recipient is not authorized to incur new obligations after the expiration date shown below unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:	Sub-recipient and Project Title	Federal	Awarded This Action (Add'l Ob or Deob)	Total Federal Share	Non-Federal Share	Awarded This Action (Add'l Ob or Deob)	Total Non-Federal Share	Total	Amend #
EMT-2020-FM-007-0005	Pearland -Flood Mitigation Assistance	$499,760.00		$499,760.00	$0.00		$0.00	$499,760.00	A-0
EMT-2020-FM-007-0007	HCFCD - SRL Motel Buyout	$3,760,150.00		$3,760,150.00	$0.00		$0.00	$3,760,150.00	A-0
EMT-2020-FM-007-0008	Jersey Village - Elevation Project No. 1	$4,536,131.00		$4,536,131.00	$391,639.00		$391,639.00	$4,927,770.00	A-0
EMT-2020-FM-007-0010	Jefferson County - Elevations	$1,010,727.90		$1,010,727.90	$0.00		$0.00	$1,010,727.90	A-0
EMT-2020-FM-007-0012	Taylor Lake Village - Elevation Project	$2,752,920.68		$2,752,920.68	$24,898.32		$24,898.32	$2,777,819.00	A-0
EMT-2020-FM-007-0014	JCDD6 - Hazard Mitigation Plan Update	$25,000.00		$25,000.00	$20,000.00		$20,000.00	$45,000.00	A-0
EMT-2020-FM-007-0016	Houston - Elevation Project	$1,456,947.39		$1,456,947.39	$0.00		$0.00	$1,456,947.39	A-0
		$14,041,636.97	**$0.00**	**$14,041,636.97**	**$436,537.32**	**$0.00**	**$436,537.32**	**$14,478,174.29**	

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Agreement Articles

Program: Fiscal Year 2020 Flood Mitigation Assistance
Recipient: WATER DEVELOPMENT BOARD, TEXAS
UEI-EFT: JZFMT39LKH51-
DUNS number: 091209978
Award number: EMT-2020-FM-007

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Article 1	**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications** DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.
Article 2	**DHS Specific Acknowledgements and Assurances** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

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Article 4	**Activities Conducted Abroad** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.
Article 8	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

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Article 9	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	**Debarment and Suspension** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	**Duplication of Benefits** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

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Article 15	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	**Hotel and Motel Fire Safety Act of 1990** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
Article 21	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

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Article 22	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	**Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith- based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	**Non-Supplanting Requirement** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 26	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

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Article 28	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (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.
Article 29	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	**Reporting of Matters Related to Recipient Integrity and Performance** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	**Reporting Subawards and Executive Compensation** Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	**SAFECOM** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	**Terrorist Financing** Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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Article 34	**Trafficking Victims Protection Act of 2000 (TVPA)** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	**Universal Identifier and System of Award Management** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	**USA PATRIOT Act of 2001** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	**Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	**Acceptance of Post Award Changes** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

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Article 40	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 41	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
Article 42	**Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

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Article 43 **Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of supplies needed and requested in its application, the number of supplies acquired and delivered by the end of the period of performance, and the performance metric as stated in the NOFO to equip 100 percent of on-duty active members with Personal Protective Equipment. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the number of PPE purchased and the percentage of on-duty active members provided with PPE in compliance with the standards described in the NOFO.

Article 44 **Performance Metrics**

Flood Mitigation Assistance (FMA) aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the National Flood Insurance Program (NFIP), by funding priority projects and activities. To achieve these goals, for FY 2020 FMA is prioritizing the following types of projects: Project Scoping, Community Flood Mitigation (aka localized flood control) projects, Flood Mitigation Plans, Technical Assistance, and Individual Property Mitigation that mitigate flood risks to NFIP participating communities and active policyholders. FEMA will evaluate input and output indicators of each federal award by measuring the total properties mitigated that carry a Severe Repetitive Loss (SRL) and Repetitive Loss (RL) definition pursuant to 42 U.S. Code § 4104.h(2) and (3), and are included in a final mitigation action. FEMA will also evaluate each award output by measuring project capability to positively influence the government's goal of mitigating SRL & RL designated properties and thereby the reduction of future losses to the NFIP under this award. In addition, the Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a BCR, which is calculated by a project's total benefits divided by its total costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating FEMA expects the benefits of a prospective hazard mitigation project are sufficient to justify the costs.

Article 45 **Changes to Title 2, Code of Federal Regulations**

The references in the FY 2020 FMA NOFO to regulations in 2 C.F.R. Parts 25, 170, and 200 have been superseded by recent revisions by the Office of Management and Budget (OMB). Most of the changes are effective November 12, 2020, with a couple effective August 13, 2020. See OMB, Guidance for Grants and Agreements, Final Guidance, 85 Fed. Reg. 49,506 (Aug. 13, 2020), https://www.govinfo.gov/content/pkg/FR-2020-08-13/pdf/2020-17468.pdf. The FY 2020 FMA NOFO was published before these rules were revised, but since this award is being made after all revisions went into effect, the revised rules apply to this award. To the extent the requirements or regulatory citations are the same, the FY 2020 FMA NOFO will continue to apply to this award. Conversely, to the extent there is a conflict between the FY 2020 FMA NOFO and the revised 2 C.F.R. regulations, the language and citations of the revised 2 C.F.R. regulations will apply. Additional information on the changes to these regulations, including specific revisions regarding closeout and procurement under grants, can be found at https://www.fema.gov/grants/guidance-tools/2-cfr-2020.

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Article 46	**Construction Project Requirements** 1. Acceptance of Federal funding requires the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding. 2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
Article 47	**Copyright and Data Rights** The recipient is free to copyright any original work developed in the course of or under this Grant Agreement. The recipient acknowledges that DHS/FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authority others to use, for Federal Government purposes: 1) the copyright in any work developed under an award or subaward; and 2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support in a manner consistent with 2 C.F.R. § 200.315. The recipient acknowledges that DHS/FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to so for Federal Government purposes in a manner consistent with 2 C.F.R. § 200.315.
Article 48	**Remedies for Noncompliance and Enforcement** FEMA remedies for noncompliance will be processed as specified in 2 C.F.R. §§ 200.339-200.343 , and for acquisitions under this award for open space, FEMA enforcement remedies shall be processed as specified in 44 C.F.R. § 80.19(e), when the Terms and Conditions of this Grant Agreement are not met
Article 49	**Insurance** In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

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Article 50	**FMA Duplication of Benefits** FMA funds cannot duplicate or be duplicated by funds received by or available to Applicants, Subapplicants, or project or planning participants from other sources for the same cost or activity already paid for by another source of funding, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from FMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation. Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual Applicant, FMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as FMA funds, if received, may be used to reduce the non-Federal cost-share. Where the property owner has an insurance policy covering any loss to the property which relates to the proposed FMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward certain mitigation projects. FEMA will generally require that the property owner file a claim prior to the receipt of FMA funds.
Article 51	**Additional Non-Discrimination Requirements** Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity, and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.
Article 52	**Changes in Scope of Work** Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA’s discretion, and there is no guarantee that SOW changes will be approved.
Article 53	**Recoupment of Funds** FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.
Article 54	**Recovery of Funds** The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

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Article 55	**Reporting of Fraud** All fraud identifications will be reported to the Department of Homeland Security Office of Inspector General (OIG). The Recipient agrees to cooperate with investigation conducted by the DHS OIG.
Article 56	**Closeout and Final Reports** Because of recent changes to 2 C.F.R. Part 200 that went into effect for awards issued on or after November 12, 2020, the Recipient shall submit a final Federal Financial Report (FFR or SF-425) for project completion, as certified by the Recipient, final Program Performance Report (SF-PPR), and all other closeout documents 120 days after the end date of the performance period per the new 2 C.F.R. § 200.344.
Article 57	**Record Retention** Records shall be retained for at least 3 years (except in certain rare circumstances) from the date the final Federal Financial Report for project completion as certified by the Recipient is submitted to FEMA in compliance with 2 C.F.R. Part 200 (specifically the new 2 C.F.R. § 200.334 effective Nov. 12, 2020) and Section 705 of the Stafford Act (42 U.S.C. § 5205).
Article 58	**Termination** FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Noncompliance: If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. With the Consent of the Recipient: FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated. Notification by the Recipient: The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

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Article 59	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 60	**Clean Air Act (CAA)** If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 61	**Executive Order 11988 - Floodplains** Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 62	**Standard Condition #1** Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 63	**Standard Condition #2** This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 64	**Standard Condition #3** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
Article 65	**Clean Air Act (CAA)** If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

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Article 66	**Executive Order 11988 - Floodplains** Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 67	**Executive Order 11988 - Floodplains** For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
Article 68	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 69	**Standard Condition #1** Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 70	**Standard Condition #2** This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 71	**Standard Condition #3** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

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Article 72	**Clean Air Act (CAA)** If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 73	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 74	**Executive Order 11988 - Floodplains** For the structure at 5604 Colmesneil Dr, the applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 75	**Executive Order 11988 - Floodplains** For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information
Article 76	**Standard Condition #1** Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 77	**Standard Condition #2** This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

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Article 78	**Standard Condition #3** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
Article 79	**Clean Air Act (CAA)** If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 80	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
Article 81	**Executive Order 11988 - Floodplains** Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 82	**Executive Order 11988 - Floodplains** For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
Article 83	**Standard Condition #1** Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

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Article 84	**Standard Condition #2** This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 85	**Standard Condition #3** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
Article 86	**Clean Air Act (CAA)** If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).
Article 87	**Executive Order 11988 - Floodplains** For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.
Article 88	**Executive Order 11988 - Floodplains** Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
Article 89	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

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Article 90	**Standard Condition #1** Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 91	**Standard Condition #2** This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 92	**Standard Condition #3** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

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Award Summary

Program: Fiscal Year 2020 Flood Mitigation Assistance
Recipient: WATER DEVELOPMENT BOARD, TEXAS
UEI-EFT: JZFMT39LKH51-
DUNS number: 091209978
Award number: EMT-2020-FM-007

Summary description of award

The Flood Mitigation Assistance (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Flood Mitigation Assistance funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable).

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2020 FMA NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this award package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this award package are not approved for funding under this award.

Approved request details:

Management cost

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$48,129.90	$48,129.90	No	Contractual

Cost estimate

Item : Other (Explain) Structural Integrity for Elevation

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	$1,500.00	$7,500.00	No	Construction

Item : Other (Explain) Elevation Certificate Fees

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	$800.00	$4,000.00	No	Construction

Item : Other (Explain) Elevation of 5 homes

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$885,760.00	$885,760.00	No	Construction

Item : Other (Explain) Inspections

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	$2,500.00	$12,500.00	No	Construction

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Item : Other (Explain)
Relocation/Elevation Temporary Housing Allowance

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	$1,000.00	$5,000.00	No	Construction

Item : Other (Explain)
Permitting Fees

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	$400.00	$2,000.00	No	Construction

Item : Other (Explain)
Contingency

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$45,838.00	$45,838.00	No	Construction

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09/17/2021

13:17:37

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010

Title: FMA Jefferson County Home Elevations

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment Jefferson County, TX proposes to elevate five (5) homes in Beaumont, TX that have been flooded numerous times. Homeowners will be given the opportunity to raise 2 feet above the base flood elevation (BFE) and in some instances, to the highwater mark on record for recent storms. Some homes will have their first floor elevations and BFEs re-established in order to determine the best final elevation heights for the home, based on past damages and frequency of flooding. Some of the homes are already 2 feet above the BFE which is the current county ordinance for elevation.

1. 14876 Boondocks Rd (29.8709, -94.22587)
2. 10112 Winzer Rd (29.93922, -94.1931)
3. 9900 Winzer Rd (29.94217, -94.193833)
4. 10197 Winzer Rd (29.9380, -94.19181)
5. 10263 Winzer Rd (29.9365, -94.19175)

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N7. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- dcook125 - 08/26/2021 21:56:58 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment

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FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010

Title: FMA Jefferson County Home Elevations

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	Based on consultation with Texas General Land Office (GLO) and review of Coastal Coordination Council (CCC) General Concurrence #5, FEMA has determined that this project is deemed consistent with the goals and policies of the Texas Coastal Management Program (CMP) and consistency review procedures as implemented by the GLO - dcook125 - 08/26/2021 21:57:51 GMT
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within an A and AE zone of 100-year flooding, per Flood Insurance Rate Map (FIRM) panels 4803850255C and 4803850380C, dated 08/06/2002. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8 Step checklist attached. - dcook125 - 08/26/2021 21:55:14 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 8/26/2021, for the site indicates that the area is not located within nor does it affect a designated wetland. - dcook125 - 08/26/2021 21:56:19 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	

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FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010

Title: FMA Jefferson County Home Elevations

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated December 14, 2020. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - rscoggin - 08/26/2021 21:19:26 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects only previously disturbed ground - Review concluded	

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RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010

Title: FMA Jefferson County Home Elevations

Environmental Law/ Executive Order	Status	Description	Comment
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: Clean Air Act (CAA) Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

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RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2020-FM-007-0010

Title: FMA Jefferson County Home Elevations

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

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The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
FY 2020 Flood Mitigation Assistance

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take 4 weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS and SAM is also provided in Section D of this NOFO, subsection, Content and Form of Application Submission.

A. Program Description

1. **Issued By**
   U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Federal Insurance and Mitigation Administration (FIMA), Mitigation Directorate, Hazard Mitigation Assistance Division (HMA)

2. **Assistance Listings (formerly Catalog of Federal Domestic Assistance (CFDA) Number)**
   97.029

3. **Assistance Listings Title (formerly CFDA Title)**
   Flood Mitigation Assistance

4. **Funding Opportunity Title**
   FY 2020 Flood Mitigation Assistance

5. **Funding Opportunity Number**
   DHS-20-MT-029-000-99

6. **Authorizing Authority for Program**
   Section 1366 of *The National Flood Insurance Act* of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. § 4104c)

7. **Appropriation Authority for Program**
   Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93, Division D)

8. **Announcement Type**

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Initial

9. **Program Overview, Objectives, and Priorities**
   The Flood Mitigation Assistance (FMA) program makes federal funds available to states, U.S. territories, Indian tribal governments, and local communities to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). The FMA program addresses Presidential Policy Directive 21, Critical Infrastructure Security and Resilience, and supports the mitigation mission area through Strategic Goal #1 Building a Culture of Preparedness, Objectives 1.1, 1.2, 1.3, and 1.4 of the 2018 – 2022 FEMA Strategic Plan.

   FEMA will distribute the available FY 20 FMA funding amount as follows:

   1. **Project Scoping (previously Advance Assistance)**: Project Scoping to develop community flood mitigation projects and/or individual flood mitigation projects that will subsequently reduce flood claims against the NFIP**.** FEMA will select up to $4 million of Project Scoping subapplications.

   2. **Community Flood Mitigation Projects**: FEMA will select up to $70 million of projects that address community flood risk for the purpose of reducing NFIP flood claim payments.

   3. **Technical Assistance:** Technical Assistance to maintain a viable FMA program over time. To be eligible to apply, the Applicant must have received an FY 19 FMA Award of at least $1 million federal share.

   4. **Flood Hazard Mitigation Planning**: Planning subapplications for the flood hazard component of State, Local, Territory, and Tribal (SLTT) Hazard Mitigation Plans and plan updates.

   5. **Individual Flood Mitigation Projects:** Projects that mitigate the risk of flooding to individual NFIP insured structures.

   For more information on FY 20 FMA funding priorities and eligible activities, see Section E, Application Review Information, Review, and Selection Process.

10. **Performance Metrics**
    Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a BCR, which is calculated by a project's total benefits divided by its total costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating FEMA expects the benefits of a prospective hazard mitigation project are sufficient to justify the costs.

B. Federal Award Information

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1. **Available Funding for the NOFO:** $160,000,000

2. **Period of Performance:** 36 months or 48 months
   (Period of Performance for community flood mitigation projects will be 48 months)

   The Period of Performance (POP) is 36 months, starting on the date of the Recipient's federal Award (see Section D, Application and Submission Information). Given the complexity of the community flood mitigation projects, the POP for community flood mitigation projects is 48 months, starting on the date of the Recipient's federal Award (see Section D, Application and Submission Information). Any subsequent amendments to the federal Award will not extend the POP unless explicitly stated.

   Extensions to the Period of Performance are allowed. For additional information on Period of Performance extensions, please refer to Section H, Additional Information, Period of Performance Extensions.

3. **Projected Period of Performance Start Date(s):** Will vary by Award
4. **Projected Period of Performance End Date(s):** 48 months for community flood mitigation projects and 36 months for all other projects from date of Award
5. **Funding Instrument Type:** Grant

C. Eligibility Information

1. **Eligible Applicants**
   - States
   - District of Columbia
   - U.S. territories
   - Indian tribal governments (federally recognized)

   Each state, territory, the District of Columbia, and Indian tribal government (federally recognized) shall designate one agency to serve as the Applicant for FMA funding. Each Applicant's designated agency may submit only one FMA grant Application to FEMA. Applications under which two or more entities would carry out the Award are eligible, such as a multi-state or multi-tribal initiative; however, only one entity may be the Applicant with primary responsibility for carrying out the Award.

2. **Eligible Subapplicants**
   Local governments, including cities, townships, counties, special district governments, and Indian tribal governments (including federally recognized tribes who choose to apply as subapplicants), are considered subapplicants and must submit subapplications to their state/territory/tribal Applicant agency. Certain political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community that is participating in the National Flood Insurance Program (NFIP) where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community. Contact

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information for the State Hazard Mitigation Officers (SHMOs) is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers.

- All subapplicants must be participating in the NFIP, and not be withdrawn, on probation, or suspended. Structures identified in the subapplication must have an NFIP policy in effect at the FMA application start date and must maintain it through completion of the mitigation activity and for the life of the structure. NFIP community status can be verified at https://www.fema.gov/national-flood-insurance-program-community-status-book.

3. Hazard Mitigation Planning

- Hazard Mitigation Plan Requirement

  Applicants must have a FEMA-approved State or Tribal Hazard Mitigation Plan in accordance with Title 44 of the Code of Federal Regulations (C.F.R.) Part 201 by the Application deadline and at the time of obligation of grant funds for project, Project Scoping, and Technical Assistance subapplications. More detailed information is provided in Part III, E.5, Hazard Mitigation Plan Requirement, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

  Subapplicants must have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the Application deadline and at the time of obligation of grant funds for project, Project Scoping, and Technical Assistance subapplications.

- Mitigation Plan Integration Encouraged

  In addition, communities are encouraged, but not required, to pursue Plan Integration, which is a process where communities look critically at their existing planning framework and align efforts. Integration of hazard mitigation principles into other local planning mechanisms (comprehensive plans, transportation plans, floodplain ordinances, etc.) and vice versa is vital to build a safer, more resilient community. This two-way exchange of information supports community-wide risk reduction, both before and after disasters occur. Not only will the community's planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms themselves. Additional information on Plan Integration can be found at https://www.fema.gov/media-library-data/20130726-1908-25045-0016/integrating_hazmit.pdf.

4. Application Submission in FEMA's Grant System

To be considered for funding, all Applicants must submit their FY 2020 FMA grant Application to FEMA via FEMA's grant application system (see Section D, Application and Submission Information).

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5. Other Eligibility Criteria

All subapplications submitted under the Project Scoping priority (see Section E, Application Review Information) must demonstrate that future projects submitted would benefit NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating the proposed project's benefitting area.

All subapplications submitted under the community flood mitigation project priority (see Section E, Application Review Information, of this NOFO) must demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating: the proposed project footprint boundary, the area benefitting from project, and active NFIP policies (if this data is available).

All Project Scoping, community flood mitigation project, individual flood mitigation project, and Technical Assistance subapplications submitted as part of an FMA grant Application must be consistent with the goals and objectives identified in: the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan, and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities, across all potential federal and non-federal mitigation funding sources. Current mitigation plans are not required for Applicants and subapplicants submitting planning subapplications to develop a new flood mitigation plan or to update the flood portion of a mitigation plan.

6. Cost Share or Match

Cost share is required for all subapplications funded under this program. Federal funding is available for up to 75 percent of eligible costs in most cases. The remaining 25 percent of eligible costs must be derived from non-federal sources and applied in accordance with 2 C.F.R. § 200.306. For example, if the total cost is $400,000 and the non-federal cost share is 25 percent, then the non-federal contribution is $100,000: 25 percent of $400,000 is $100,000. FEMA may consider the non-federal cost share based on availability of remaining federal funds, as noted in Section E, Application Review Information.

- FEMA may contribute up to 100 percent federal cost share for severe repetitive loss (SRL) properties. An SRL property as defined under 42 U.S.C. 4104c(h)(3) is a structure that:

  (a) Is covered under a contract for flood insurance made available under the NFIP; and
  (b) Has incurred flood-related damage

  i. For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding $5,000, and with the cumulative amount of such claims payments exceeding $20,000, or

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ii. For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

- FEMA may contribute up to 90 percent federal cost share for repetitive loss (RL) properties. An RL property as defined under 42 U.S.C. 4121 is a structure covered by a contract for flood insurance made available under the NFIP that:

  (a) Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and
  (b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance (ICC) coverage.

To receive an increased federal cost share, properties must meet one of the definitions for SRL or RL properties. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their Application or subapplication demonstrating that properties meet these definitions. If documentation is not submitted with the Application or subapplication to support a reduced non-federal cost share, FEMA will provide no more than 75 percent federal cost share of the total eligible costs. The remaining 25 percent of eligible activity costs are derived from non-federal sources.

Structures with different federal cost-share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share Section of the project subapplication should reflect the combined federal cost shares of the structures. For example, a project with $100,000 costs for one SRL structure funded at 100 percent federal cost share plus $100,000 costs for one RL structure funded at 90 percent federal cost share will have an overall project federal cost share of 95 percent, or $190,000, of the $200,000 total cost for both structures.

For insular areas, including American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands, FEMA automatically waives the non-federal cost share for the Recipient when the non-federal cost share for the entire Award is under $200,000. If the non-federal cost share for the entire Award is $200,000 or greater, FEMA may waive all or part of the non-federal cost share at the request of the Recipient. The Recipient may request 100 percent cost-share in its application.

The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). Applicants cannot apply other federal Award funds toward the non-federal cost share unless the other federal statutory authority allows the funds to be used to meet cost-share requirements. Likewise, third-party in-kind matches used to meet the matching requirement may not be used to meet matching requirements for any other federal grant program. FEMA encourages

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innovative use of public and private-sector partnerships to meet the non-federal cost share.

Ultimately, the Recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. **If actual total project costs exceed the projected total project costs stated in the federal Award, and the additional costs are not approved by FEMA, the Recipient will be responsible for contributing additional funds above the required cost match.** If actual total project costs are less than the projected total project costs stated in the federal Award, the Recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

More detailed information is provided in Part III, C, and Cost Sharing, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date:	09/30/2020
b. Application Submission Deadline:	01/29/2021 at 3:00 PM [Eastern Time]

All Applications must be received by 3:00 PM Eastern Time on January 29, 2021. FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the Application. The individual with the Authorized Organization Representative (AOR) role that submitted the Application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the Application. Applications received by FEMA GO after the established due date for Applications will be considered late and will not be considered for funding.

DHS/FEMA will not review Applications that are received after the deadline or consider these late Applications for funding. DHS/FEMA may, however, extend the Application deadline on request for any Applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the Applicant's control that prevent submission of the Application by the deadline, other exigent or emergency circumstances, or statutory requirements for DHS/FEMA to make an Award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and prior to the Application deadline. Failure to timely notify FEMA of the issue that prevented the filing of the Application within the required timeframe may preclude consideration of the Award. "Timely notification" of FEMA means the following: prior to the Application deadline and within 48 hours after the Applicant became aware of the issue.

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A list of FEMA contacts can be found in Section G, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700. For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If Applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Create account with login.gov	One week before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering with FEMA GO	One week before actual submission deadline
Submitting final Application in FEMA GO	By submission deadline

All complete Applications **must** be received by the established deadline.

2. Agreeing to Terms and Conditions of the Award

By submitting an Application, Applicants agree to comply with the requirements of this NOFO and the terms and conditions of the Award, should they receive an Award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Hard copies of the NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G, "DHS Awarding Agency Contact Information."

For a hard copy of the full NOFO, please write a request to:

Kayed Lakhia
Director, Hazard Mitigation Assistance Division, Mitigation Directorate
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency
400 C Street, SW
Washington, DC 20472

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In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: 1-800-462-7585.

4. **Steps Required to Submit an Application, Unique Entity Identifier, and System for Award Management (SAM)**
   To apply for an Award under this program, all Applicants must:

   a. Apply for, update, or verify their Data Universal Numbering System (DUNS) Number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
   b. In the Application, provide a valid DUNS number, which is currently the unique entity identifier;
   c. Have an account with login.gov;
   d. Register for, update, or verify their SAM account and ensure the account is active before submitting the Application;
   e. Register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBIZ POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
   f. Submit the complete Application in FEMA GO; and
   g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal Award or an Application or plan under consideration by a federal awarding agency.

   Applicants are advised that DHS/FEMA may not make a federal Award until the Applicant has complied with all applicable DUNS and SAM requirements. Therefore, an Applicant's SAM registration must be active not only at the time of Application, but also during the Application review period and when DHS/FMA is ready to make a federal Award. Further, as noted above, an Applicant's or Recipient's SAM registration must remain active for the duration of an active federal Award. If an Applicant's SAM registration is expired at the time of Application, expires during Application review, or expires any other time before Award, DHS/FEMA may determine that the Applicant is not qualified to receive a federal Award and use that determination as a basis for making a federal Award to another Applicant.

5. **Electronic Delivery**
   DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires Applicants to submit their Applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires Applicants to submit their Application through FEMA GO.

6. **How to Register to Apply**
   a. *Instructions:*
      Registering and applying for an Award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for

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DHS/FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an Application meets the deadline, Applicants are advised to start the required steps well in advance of their submission.

Applicants must have a Data Universal Numbering System (DUNS) Number and an active System for Award Management (SAM) registration.

1) *Obtain a DUNS Number*: All entities applying for funding, including renewal funding, must have a Data Universal Numbering System (DUNS) number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

   For more detailed instructions for obtaining a DUNS number, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html

2) *Obtain Employer Identification Number:* In addition to having a DUNS number, all entities applying for funding must provide an employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

3) *Create a login.gov account:* Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

   Applicants only have to create a login.gov account once. For Applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

   For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

4) *Register with SAM*: In addition to having a DUNS number, all Applicants applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

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For more detailed instructions for registering with SAM, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

5) *Register in FEMA GO, add the organization to the system, and establish the AOR*: Register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBIZ POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

7. **Submitting the Application in FEMA GO**
After submitting the final Application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the Application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives their Application.

8. **Timely Receipt Requirements and Proof of Timely Submission**
All Applications must be completed in FEMA GO by the Application deadline. Proof of timely submission is automatically recorded by FEMA GO. An electronic date/time stamp is generated within the system when the Application is successfully submitted to FEMA in FEMA GO. Additionally, the Applicant will receive a system-generated email to confirm submission.

FEMA will address any system-related issues Applicants and subapplicants are experiencing until 3:00 PM Eastern Time on 01/27/2021, two days before the application deadline. No new system-related issues will be addressed after this deadline. Applications not received by the Application submission deadline will not be accepted.

9. **Content and Form of Application Submission**
Application for Federal Assistance and Assurances and Certifications Forms
The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- SF-424, Application for Federal Assistance
- Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
  - For construction under an Award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A
- SF-424B, Standard Assurances (Non-Construction)
  - For construction under an Award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B
- SF-LLL, Disclosure of Lobbying Activities

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- **Indirect Cost Rate Agreement or Proposal** if the budget includes indirect costs and the Applicant is required to have an indirect cost rate agreement or proposal. See further information below regarding allowability of indirect costs and documentation requirements, including if the Applicant does not have or is not required to have an indirect cost rate agreement or proposal, or contact the relevant DHS/FEMA staff identified in Section G, "DHS Awarding Agency Contact Information" for further instructions.

The SF-424 family of forms is available on the Grants.gov website at http://www.grants.gov/web/grants/forms/sf-424-family.html. The FEMA Form FF 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements is available from the FEMA library online at https://www.fema.gov/media-library/assets/documents/9754.

Applicants may require their subapplicants to complete and attach the grant Application and/or Assurance and Certifications forms to their planning, Project Scoping, community flood mitigation project, Technical Assistance, and individual flood mitigation project subapplications in FEMA's grant application system.

Subapplicants should contact their Applicant agency for information specific to their state/territory/Indian tribal government's (federally recognized) application process. Contact information for the SHMOs is provided on the FEMA website at https://www.fema.gov/state-hazard-mitigation-officers.

All Applicants must submit an FMA grant Application via FEMA's grant application system by the Application deadline to be considered for funding. The required format for Applications and subapplications is built into FEMA's grant application system:

- FMA Applications, including Applicant-approved planning, Project Scoping, community flood mitigation project, Technical Assistance, individual flood mitigation project, and management costs subapplications must be submitted in an FY 2020 FMA Application.
- Flood hazard mitigation planning activities must be submitted in a planning subapplication;
- Project Scoping activities must be submitted in a Project Scoping subapplication;
- Community flood mitigation projects and individual flood mitigation projects must be submitted in a project subapplication;
- Applicant management costs (for Applicants only) must be submitted in a management costs subapplication;
- Technical Assistance costs (for Recipients to which FEMA obligated an FY 2019 FMA Award of at least $1 million federal share) must be submitted in a Technical Assistance subapplication.

Management Costs

Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA's grant application system. Applicants may apply for

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Applicant management costs of up to 10 percent of the total FMA grant application for management of the Award and all selected subawards.

Subapplicants may include subapplicant management costs of up to 5 percent of the total cost of their planning, Project Scoping, or mitigation project subapplication to manage the proposed subaward activities. Subapplicant management cost activities must be added to the Scope of Work section and identified as a line item in the Cost Estimate section of subapplications in FEMA's grant application system.

For additional information, please refer to Section D.13.b Management Costs.

10. Other Submission Requirements

This section sets forth documentation which must be provided to document specific eligibility criteria set forth in Section C, Eligibility Information, Other Eligibility Criteria.

Benefit-Cost Analysis for Mitigation Projects

Applicants and subapplicants applying for mitigation projects (community flood mitigation projects or individual flood mitigation projects) must provide a Benefit-Cost Analysis (BCA) or other documentation that validates cost-effectiveness. BCA is the method of estimating the future benefits of a project compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total net benefits divided by its total project cost. The total benefits and costs must be entered in the Cost-Effectiveness section of the project subapplication and a FEMA-approved BCA must be attached as documentation, as applicable. Planning, Project Scoping, Technical Assistance, and management costs subapplications do not require a BCA.

FEMA has created software to ensure that the BCR is calculated in accordance with FEMA's standardized methodologies and OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs, available on the Internet at https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A94/a094.pdf FEMA's Benefit Cost Toolkit is available on the FEMA website at https://www.fema.gov/benefit-cost-analysis Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost effectiveness. A non-FEMA BCA methodology may only be used if pre-approved by FEMA in writing.

More detailed information is available in Part IV, I, Cost Effectiveness, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

Acquisition Project Requirements

The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post- award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA website at https://www.fema.gov/media-library/assets/documents/13708.

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Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with the conservation of natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available on the FEMA website at https://www.fema.gov/media-library-data/20130726-1848-25045-1210/fema_model_deed_restriction.pdf. Subrecipients, as well as recipients and FEMA are responsible for enforcing compliance with open space restrictions pursuant to 44 CFR Part 80 requirements.

National Environmental Policy Act Requirements for Mitigation Projects

Applicants and subapplicants applying for mitigation projects (community flood mitigation projects or individual flood mitigation projects) must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321–4370h) and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01, DHS Instruction Manual 023-01-001-01, FEMA Directive 108-1, FEMA Instruction 108-1-1). The required information is included in the subapplication in FEMA's grant application system. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/guidance-tools/environmental-historic. The required information is included in the subapplication in FEMA's grant application system.

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf).

12. Funding Restrictions

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO or the terms and conditions of the Award.

Federal funds made available through an Award under this NOFO may only be used for the purpose set forth in this NOFO and the terms and conditions of the Award and must be consistent with the statutory and regulatory authority for the Award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

The federal funding caps for FMA are as follows:

- $600,000 per Applicant for all Project Scoping subapplications;
- $30 million cap per community flood mitigation project subapplication;

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- $50,000 per Applicant for all Technical Assistance subapplications, for Recipients to which FEMA obligated an FY 2019 FMA Award of at least $1 million federal share;
- $100,000 per Applicant for flood hazard mitigation planning with maximums of:
  - $50,000 for state flood hazard mitigation planning;
  - $25,000 for local flood hazard mitigation planning;
- 10 percent of the total Application budget for Applicant management costs for Applicants to administer and manage Award and subaward activities (see the Management and Administration Costs subsection below);
- 5 percent of the total mitigation project, Project Scoping, and planning subapplication budget for subapplicant management costs for subapplicants to manage their subaward activities (see the Management and Administration Costs subsection below).

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment and federal procurement requirements, please reference 2 C.F.R. Part 200, available at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

More detailed information is available in Part III, E.1, Eligible Activities, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

13. Allowable Costs

a. Pre-Award Costs

Pre-award costs directly related to developing the FMA grant Application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Such costs may have been incurred prior to Application submission, for example gathering NEPA data or developing a BCA (see Section D, Application and Submission Information), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified as separate line items in the cost estimate of the subapplication.

Pre-award costs may be cost shared or Applicants and subapplicants may identify them as their non-federal cost share (see Section C, Eligibility Information, Cost Share or Match).

Costs associated with implementation of proposed projects in the submitted grant Application or subapplication that are incurred prior to the date of the grant Award are not allowed. Activities initiated or completed prior to the date of the grant Award are generally not eligible.

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Applicants and subapplicants who are not awarded Awards or subawards will not receive reimbursement for the corresponding pre-award costs. More detailed information is provided in Part IV, F.2, Pre-Award Costs, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

b. Management Costs

Management costs are any indirect costs, any direct administrative costs, and other administrative expenses that are reasonably incurred in administering an Award or subaward.

Applicant and subapplicant management cost activities including the implementation of the FMA program, such as subapplication development, geocoding mitigation projects, delivery of Technical Assistance, managing Awards and staff salary costs are eligible for FMA funding in accordance with the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

Applicants may apply for Applicant management costs of up to 10 percent of the total FMA grant Application for management of the Award and all selected subawards. Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA's grant application system (see Section D, Application and Submission Information, Content and Form of Application Submission).

Subapplicants may include subapplicant management costs of up to 5 percent of the total cost of their planning, Project Scoping, or mitigation project subapplication to manage the proposed subaward activities. Subapplicant management cost activities must be added to the Scope of Work section and identified in the Cost Estimate section of subapplications in FEMA's grant application system.

Indirect Cost Rates

As part of management costs, Applicants and subapplicants may charge indirect costs as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Subapplicants are not required to submit negotiated indirect cost rate agreements or proposals directly to FEMA, but they may need to submit them to the applicable Applicants per 2 C.F.R. § 200.331.

Applicants and subapplicants that are required to have either a negotiated indirect cost rate agreement or proposal may use their applicable indirect cost rate to charge indirect costs, but they may only charge an amount up to the applicable dollar cap set

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above for all management costs. If Applicants or subapplicants are not required to have a negotiated indirect cost rate agreement or proposal, the Applicants should reach out on behalf of themselves or on behalf of subapplicants to the applicable contacts listed in Section G, DHS Awarding Agency Contact Information for further instructions.

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

FEMA will review subapplications submitted by each Applicant to ensure compliance with applicable regulations at 44 C.F.R. Parts 79, 80, and 201, and the HMA Guidance, including:

- Eligibility of the Applicant and subapplicant;
- Eligibility of proposed activities and costs;
- Completeness of the subapplication;
- Cost-effectiveness and engineering feasibility of mitigation projects; and
- Eligibility and availability of non-federal cost share.

For more detailed information, see Part VI, Application Review Information, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

b. Financial Integrity Criteria

Prior to making a federal Award, the DHS FEMA is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. § 200.205 to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information. Therefore, Application evaluation criteria may include the following risk-based considerations of the Applicant:

1) Financial stability.
2) Quality of management systems and ability to meet management standards.
3) History of performance in managing federal Award.
4) Reports and findings from audits.
5) Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Criteria and Review

Prior to making a federal Award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000 (see Section 805 of the National Defense Authorization Act for Fiscal Year 2018, Pub. L. No. 115-91, OMB Memorandum M-18-18 at https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf):

1) DHS/FEMA is required to review and consider any information about the Applicant that is in the designated integrity and performance system

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accessible through SAM, which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS) and is accessible through the SAM website.

2) An Applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
3) DHS FEMA will consider any comments by the Applicant, in addition to the other information in FAPIIS, in making a judgment about the Applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by Applicants as described in 2 C.F.R. § 200.205.

2. Review and Selection Process

a. Review Process

FEMA will select subapplications up to the available funding amount of $160 million in the following order.

1. Project Scoping – up to $4 million

FEMA will select the highest ranked eligible subapplication(s) for Project Scoping from each Applicant not to exceed $600,000 total federal cost share. Project Scoping can be used to obtain data and to prioritize, select, and develop community flood mitigation projects and/or individual flood mitigation projects for future funding based on current FEMA-approved mitigation plans. In accordance with 44 C.F.R. Part 79 and HMA Guidance, Project Scoping subapplications will be evaluated to ensure that the end result will lead to an eligible project subapplication that will provide benefits to the NFIP.

Consideration of Project Scoping early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY 2020 Project Scoping projects are not eligible for FY 2020 community flood mitigation project or traditional flood mitigation project funding. There is no guarantee for future HMA project funding if Project Scoping is awarded.

All Project Scoping subapplications must include the following elements:

- Use the **Project Scoping** application type within FEMA's grant application system to be considered,
- Be designated as a Project Scoping project in the subapplication title "Project Scoping for X", and
- Prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
    - Estimated area benefitting from the project

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Eligible Project Scoping activities must benefit NFIP insured properties. Examples include, but are not limited to:

- Conducting meetings, outreach and coordination with subapplicants and community residents
- Developing or conducting engineering, environmental feasibility and/or benefit-cost analyses
- Undertaking activities that lead to development of project applications
- Evaluating facilities to identify mitigation actions
- Using staff or resources to develop cost share strategies

2. **Community Flood Mitigation Projects – up to $70 million**
FEMA will then select the highest scored eligible community flood mitigation project subapplication(s) based on the FEMA scoring criteria (see below). Each subapplication shall not exceed $30 million federal cost share. In accordance with 44 C.F.R. Part 79 and HMA Guidance, projects will be evaluated to ensure they will provide benefits to the NFIP.

   All community flood mitigation project subapplications must include the following elements:

   - Use the **Community Flood Control** code/activity type within FEMA's grant application system to be considered,
   - Be designated as community flood mitigation project in the subapplication title "Community Flood Mitigation Project", and
   - Prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
     - The proposed project footprint boundary,
     - Area benefitting from project, and
     - Active NFIP policies (if data available).

   Eligible activities must benefit NFIP insured properties. Examples include, but are not limited to:

   - Localized flood control
   - Floodwater storage and diversion
   - Floodplain and stream restoration
   - Stormwater management
   - Wetland restoration/creation

   Subapplications submitted for either the Project Scoping funding or community flood mitigation project funding will be scored and selected based on the priorities in the following table, as needed:

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Final Priority Scoring Criteria for Community Flood Mitigation Projects & Project Scoping		
Priority	**Description**	**Total Points**
NFIP Insured Multiple Loss Communities	Communities with 50 or more Repetitive Loss (RL) or Severe Repetitive Loss (SRL) structures and have received NFIP claims in a county that has received an Individual Assistance declaration for flood in the past 10 years.	Up to 200
NFIP Policy Holder	Points will be assessed for every NFIP policy that is active as of the FMA application start date (Section D, Application and Submission Information, Key Dates and Times) and is verified within the benefitting area of the project. (5 per NFIP Policy).	5 x Each NFIP Policy
Severe Repetitive Loss (SRL) and Repetitive Loss (RL) Properties	Points will be assessed for SRL or RL structure that is verified within the benefitting area of the project (5 per RL and 10 per SRL property).	5 x each RL 10 x each SRL
Private-Partnership Cost Share	Cost share taken on by private organizations/businesses emphasizing community participation, collaboration, and investment. Points will be assigned based on percentage of private cost share invested.	150
Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Highest weight will be assigned to class 1 and descending through lower classes. (Graded Scale: 1 = 100, 2 = 90, 3 = 80, 4 = 70, 5 = 60, 5 = 50, 6 = 40, 7 = 30, 8 = 20, 9 = 10)	10-100
Advance Assistance Generated Project (Projects Only)	Application generated from a previous FEMA HMA Advance Assistance Award.	20
Cooperating Technical Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Points will be assigned to CTP participating communities.	30

In the event of a tie between two or more community flood mitigation subapplications, FEMA will use the highest Benefit-Cost Ratio (BCR) as a tiebreaker for projects.

After meeting the $70 million available for community flood mitigation or when all eligible community flood mitigation project subapplications have been

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selected, FEMA will select eligible subapplications for the remaining funds in the following order:

3. **Technical Assistance**
   FEMA will select eligible Technical Assistance subapplications up to $50,000 federal cost share for Recipients to which FEMA obligated an FY 2019 FMA Award of at least $1 million federal share.

4. **Flood Hazard Mitigation Planning**
   FEMA will select eligible planning subapplications up to $100,000 federal cost share per Applicant with a maximum of $50,000 federal cost share for the flood only portion of state mitigation plan updates and a maximum of $25,000 federal cost share for the flood only portion of local mitigation plans. FEMA may reduce the federal cost share of any planning subapplication that exceeds the statutory maximums.

5. **Individual Flood Mitigation Projects**
   FEMA will select eligible individual flood mitigation project subapplications on a competitive basis in the following prioritized order:

   a. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition in 42 U.S.C. § 4104c(h)(3)(B)(ii) of an SRL property: At least two separate NFIP claim payments have been made with the cumulative amount of such claims exceeding the market value of the insured structure.

   b. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition of a RL property: have incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event.

   c. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition in 42 U.S.C. § 4104c(h)(3)(B)(i) of an SRL property: four or more separate NFIP claims payments have been made with the amount of each claim exceeding $5,000, and with the cumulative amount of claims payments exceeding $20,000.

   FEMA may rank subapplications higher in each of the above priorities where the average elevation federal cost share is less than $250,000 for all single dwelling units and the average acquisition federal cost share is less than $750,000 for all single dwelling units.

6. **FEMA will select remaining eligible subapplications once all above priorities are met based on benefits to the NFIP.**
   Applicants must ensure that accurate NFIP policy numbers and RL numbers are included in all subapplications to be eligible to be selected for the above priorities.

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For project subapplications in priority categories 5(a) through 5(c) above, FEMA will prioritize projects as follows:

a. The highest percentage of structures included in the subapplication that meet the definition from 100 to 50 percent;
b. The largest number of structures included in the subapplication that meet the definition;
c. The highest percentage of structures included in the subapplication that were determined Substantially Damaged by the community within two (2) years of the Application Submission Deadline and a verification letter is attached to the Application;
d. The lowest percentage of structures included in the subapplication that are Secondary Dwelling Units pursuant to the active NFIP Policy; and
e. The projects with the highest FEMA-validated BCR.

FEMA may rank subapplications higher in each of the above priorities where the average elevation federal cost share is less than $250,000 for all single dwelling units and the average acquisition federal cost share is less than $750,000 for all single dwelling units.

If a project subapplication includes structures that meet the definition in more than one of the priority categories, then the project will be considered under each of those priority categories, and the structures that meet the definition of each priority category will be counted for that category.

- For example, a project with structures that meet the definition in priority category (a) is not selected for priority (a) because less than 50 percent of the structures included in the subapplication meet that definition. However, the project also contains structures that meet the definition in priority category (b). So the project is considered for priority (b), and the percentage of structures included in the subapplication that meet the definition in priority category (b) is used to determine whether it is selected.

FEMA may select a subapplication out of priority order based on one or more of the following factors:

- Availability of funding
- Duplication of subapplications
- Program priorities and policy factors
- Other pertinent information

b. Selection Status

After the review has been completed as described in Section E, Application Review Information, FEMA will designate the selected planning, project, Project Scoping, and Technical Assistance subapplications as one of the following three statuses:

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1. **Identified for Further Review (IFFR)** – Applicants with planning, project, Project Scoping and/or Technical Assistance subapplication(s) that are Identified for Further Review that submitted a management costs subapplication in their FMA grant Application (see Section D, Application and Submission Information, Content and Form of Application Submission) are eligible to receive Applicant management costs not to exceed 10 percent of the selected planning and project subapplications.

2. **Not Selected** – This means the subapplication is eligible but was not selected due to a lack of available funding under the applicable subtotals.

3. **Does Not Meet HMA Requirements –** This means the subapplication does not satisfy the eligibility and completeness requirements.

c. Request for Reconsideration

At its discretion, and at the request of the Applicant or subapplicant (through the Applicant), FEMA may reconsider a decision regarding a planning, project, or Technical Assistance subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, Applicant management costs, or Technical Assistance costs. Applicants must send requests for reconsideration based on technical or procedural error to their FEMA Regional Office within 60 days of the posting of subapplication status. Subapplicants should contact their Applicant agency regarding reconsideration requests, so that the Applicant may submit it to FEMA on their behalf. Contact information for each SHMO is provided at https://www.fema.gov/state-hazard-mitigation-officers.

The FEMA Regional Office will review reconsideration requests received from Applicants and submit the Regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the Applicant.

Prior to making an Award, FEMA will evaluate Applicants to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a federal Award or failure to meet the expected performance goals. If FEMA determines that a federal Award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Award, as specified in Part VI, B, Risk Assessment Prior to FMA Award, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

F. Federal Award Administration Information

1. Notice of Award

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Before accepting the Award, the AOR and Recipient should carefully read the Award package. The Award package includes instructions on administering the grant Award and the terms and conditions associated with responsibilities under federal Awards. Award package must be accepted within 30 days of receipt. **Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an Award under this program.**

FEMA will provide the federal Award package to the Applicant electronically via FEMA's grant application system. Award packages include an Award letter, Obligating Document for Awards/Amendments, and Articles of Agreement, including EHP review and/or other conditions. An email notification of the Award package will be sent through FEMA's grant application system to the Applicant POC(s) designated in the FMA grant application. See 2 C.F.R. § 200.210, Information contained in a federal Award at http://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-210.

When FEMA obligates funds for a grant to an Applicant, the Applicant and subapplicant are denoted as Recipient and subrecipient, respectively. The Recipient and subrecipient agree to abide by the grant Award terms and conditions as set forth in the Articles of Agreement provided in the Award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions. For detailed information, see Part VI, A, Notice of Award, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279.

FEMA or the Department of Homeland Security may initiate a formal evaluation of programs, projects or activities supported by this grant. By accepting grant funds, Recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant (such as property owners), and providing access to program operating personnel and participants, as specified by the evaluator(s) including after the period of performance.

2. Administrative and National Policy Requirements

All successful Applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the Award was made. Terms and conditions for each Award will be clearly stated in the Award package at the time of Award.

Construction Project Requirements

Acceptance of federal funding requires FEMA, the Recipient, and any subrecipients to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

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- Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and subrecipient compliance with the NEPA and other laws and Executive Orders.
- If ground-disturbing activities occur during construction, the Recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.
- All mitigation projects must be in in conformance with flood insurance requirements. This means that if the project is located in a Special Flood Hazard Area (SFHA): (a) the project must be in a jurisdiction participating in the National Flood Insurance Program (NFIP); and (b) the property owner(s) must obtain and maintain flood insurance for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.

Environmental Planning and Historic Preservation (EHP) Compliance

Applicants and subapplicants proposing projects that have the potential to affect the environment, including but not limited to modification or renovation of existing buildings, structures and facilities, or new construction, including replacement of facilities, must participate in the FEMA EHP review process. See FEMA Directive 108-1: *Environmental Planning and Historic Preservation Responsibilities and Program Requirements* (October 10, 2018); FEMA Instruction 108-1-1: *Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements* (October 10, 2018), accessible at https://www.fema.gov/media-library/assets/documents/118323.

The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to adversely affect environmental resources and/or historic properties. EHP Job Aids and Supplements are available on the FEMA website at https://www.fema.gov/grants/guidance-tools/environmental-historic.

3. Reporting

Recipients are required to submit quarterly financial and performance reports to FEMA as a condition of their Award acceptance throughout the period of performance, even for periods where no grant Award activity occurs. Future Awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

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Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

a. Federal Financial Reporting Requirements

The Federal Financial Report (FFR) form is available online at: SF-425 *OMB #4040-0014*

Recipients must report obligations and expenditures on a quarterly basis through the FFR to DHS/FEMA. Recipients must file the FFR electronically using FEMA GO. Recipients must submit an FFR quarterly throughout the period of performance, including partial calendar quarters, as well as for periods where no grant Award activity occurs. FEMA may withhold future Awards and fund drawdowns if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. Programmatic Performance Reporting Requirements

In addition to the FFR reports, Recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in FEMA's grant application system. The Quarterly Performance Reports must be submitted electronically in FEMA's grant application system throughout the period of performance, even for periods where no grant Award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant Award and within 30 days after every subsequent quarter until the grant ends.

c. Closeout Reporting Requirements

Within 90 days after the end of the period of performance, or after an amendment has been issued to close out a grant, Recipients must submit the following:

1) The final request for payment, if applicable;
2) The final FFR (SF-425);
3) The final progress report detailing all accomplishments;
4) A qualitative narrative summary of the impact of those accomplishments throughout the period of performance; and
5) Other documents required by this NOFO, terms and conditions of the Award, or other DHS FEMA guidance.

If applicable, an inventory of all construction projects that used funds from this program must be reported with the final progress report.

After these reports have been reviewed and approved by DHS FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FFR, unless a longer period applies, such as due to an audit or litigation, for

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equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.333.

In addition, any Recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.343. Recipients acting as pass-through entities must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS FEMA during the closeout of their prime grant Award.

The Recipient is responsible for returning any funds that have been drawn down but remain as unliquidated on Recipient financial records.

d. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a Recipient enters into a grant Award with DHS FEMA the Recipient must notify DHS FEMA if it knows if it or any of the Recipient's principals under the Award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

1) Are presently excluded or disqualified;
2) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the Recipient's principals for one of those offenses within that time period;
3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
4) Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the Award, if the Recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the Recipient must provide immediate written notice to DHS FEMA in accordance with 2 C.F.R. § 180.350.

e. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to Applicants who, if upon becoming Recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10,000,000 for any period of time during the period of performance of an Award under this funding opportunity. Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

4. Monitoring

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Per 2 C.F.R. § 200.336, DHS FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems to review project accomplishments and to provide any required technical assistance. During site visits, DHS FEMA will review grant Recipients' files related to the grant Award. As part of any monitoring and program evaluation activities, grant Recipients must permit DHS FEMA upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to DHS FEMA requests for information relating to the grant program**.**

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

Program/Financial and Administrative Questions
General questions about the FMA program can be directed to the appropriate FEMA Regional Office or SHMO. Contact information for FEMA Regional Offices is provided at https://www.fema.gov/about/contact. Contact information for the SHMOs is provided at https://www.fema.gov/state-hazard-mitigation-officers.

The HMA Helpline is available by telephone 1-866-222-3580 or email HMA-NonDisaster@fema.dhs.gov.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Feasibility and Effectiveness Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov.
A Helpline for guidance on FEMA Safe Room publications is available by email Saferoom@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email ehhelpline@fema.dhs.gov.

Resources and job aids intended to help prepare Applications and subapplications are available on FEMA's Hazard Mitigation Assistance webpage at https://www.fema.gov/application-development-1.

FEMA publications that specify the documentation and information necessary for FEMA to review project subapplications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at https://www.fema.gov/hazard-mitigation-assistance-publications.

2. Systems Information

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Information, training, and resources on FEMA's grant outcomes system for Applicant and subapplicant users are available at https://go.fema.gov.

H. Additional Information

1. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA Recipients have not fully adhered to proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program.

The below highlights the Federal procurement requirements for FEMA Recipients when procuring goods and services with federal grant funds. FEMA will include a review of Recipients' procurement practices as part of the normal monitoring activities**. All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.** Select requirements under these standards are listed below. The Recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal Award, states must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must follow 2 C.F.R. § 200.322 regarding procurement of recovered materials, and 2 C.F.R. § 200.326 regarding required contract provisions.

All other non-federal entities, including tribal governments, must use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319.

a. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(a) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as

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described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.326, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(b), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal

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value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local government, territory, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

b. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

i. **General Services Administration Schedules**

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.326, such as contract cost and price (§ 200.323) and solicitation of minority, women-owned, or small businesses (§ 200.321).

ii. **Other Supply Schedules and Programs**

For non-federal entities other than states, such as tribes, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

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- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.326; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the Recipient discuss the procurement plans with the applicable Program Analyst or Grants Management Specialist.

c. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to keep maintain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

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2. Period of Performance Extensions

Extensions to the period of performance under this program are allowed (per Part VI, D.4.1, Extensions, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279).

Recipients must submit proposed extension requests to FEMA for review and approval at least 60 days prior to the expiration of the grant period of performance.

Extensions to the initial period of performance identified in the Award will be considered only through formal, written requests to the Recipient's respective Region and must contain specific and compelling justification as to why an extension is required. Recipients are advised to coordinate with the Region as needed when preparing an extension.

All extension requests must address the following:

1. Grant Program, Fiscal Year, and Award number;
2. Verification that progress has been made as described in quarterly reports;
3. Reason for delay – this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of Awarded funds by the applicable deadline;
4. Current status of the activity/activities;
5. Approved period of performance termination date and new project completion date;
6. Amount of funds drawn down to date;
7. Remaining available funds, both federal and non-federal;
8. Budget outlining how remaining federal and non-federal funds will be expended;
9. Plan for completion including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
10. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

FEMA will evaluate requests for extensions to a grant period of performance. Based on sufficiency of justification, the FEMA Regional Administrator can issue up to two extensions of the period of performance for up to 12 months each.

3. Payment

FMA payment/drawdown requests are generated using FEMA GO and are governed by applicable federal regulations, including 2 C.F.R. § 200.305.

Recipients should not expend funds or request drawdowns until all special conditions listed on the grant Award document are met and FEMA has approved the request for payment in FEMA GO.

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Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages Recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to Recipients. To enroll in the DD/EFT, the Recipient must complete a SF-1199A, Direct Deposit Form.

4. **Conflicts of Interest in the Administration of Federal Awards or Subawards**
To eliminate and reduce the impact of conflicts of interest in the subaward process, Recipients must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients are also required to follow any applicable state, local, or tribal statutes or regulations governing conflicts of interest in the making of subawards.

   The Recipient must disclose to FEMA, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations or their own existing policies that may arise during the administration of the federal Award. Recipients must disclose any real or potential conflicts to the FEMA Program Analyst within 15 days of learning of the conflict of interest, per Part III, D.2, Conflict of Interest, of the HMA Guidance, available on the FEMA website at https://www.fema.gov/media-library/assets/documents/103279. Similarly, subrecipients must disclose any real or potential conflict of interest to the Recipient as required by the Recipient's conflict of interest policies, or any applicable state, local, or tribal statutes or regulations.

   Conflicts of interest may arise during the process of FEMA making a federal Award in situations where a FEMA employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an Applicant, subapplicant, Recipient, subrecipient, or FEMA employee.

5. **Encouraged Use of Certain Products Produced in the United States**
Pursuant to Executive Order 13858, "Strengthening Buy-American Preferences for Infrastructure Projects," FEMA encourages Recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in projects funded by an Award under this programs affecting surface transportation, including roadways, bridges, railroads, and transit; aviation; ports, including navigational channels; water resources projects; energy production, generation, and storage, including from fossil-fuels, renewable, nuclear, and hydroelectric sources; electricity transmission; gas, oil, and propane storage and transmission; electric, oil, natural gas, and propane distribution systems; broadband internet; pipelines; stormwater and sewer infrastructure; drinking water infrastructure; and cybersecurity.

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Notwithstanding this encouragement, non-Federal entities must ensure that all costs, procurements and contract actions are consistent with the law, this NOFO, program regulations and guidance, and the costs and federal procurement standards at 2 C.F.R. Part 200.

6. **Record Retention**

   a. **Record Retention Period**

   Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.333. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

   The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

   - Records for real property and equipment acquired with Federal funds must be retained for **3 years after final disposition of the property**. *See* 2 C.F.R. § 200.333(c).
   - If any litigation, claim, or audit is started before the expiration of the 3-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.333(a).
   - The **record retention period will be extended if the recipient is notified in writing** of the extension by DHS/FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.333(b).
   - Where DHS/FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.333(e).
   - For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.333(f).

   b. **Types of Records to Retain**

   FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

   - Specifications
   - Solicitations

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- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.333, 200.336.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

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Subapplicant information

Name of federal agency	**FEMA**
Type of submission	**Application**

JEFFERSON COUNTY COURT HOUSE

1149 PEARL ST STE 301
BEAUMONT, TX 77701 United States

State	DUNS #	EIN #
TX	010807535	746000291

Subapplicant type	**Local Government**
Is the subapplicant subject to review by Executive Order 12372 Process?	**No - Not covered**
Is the subapplicant delinquent on any federal debt?	**No**

Contact information

Subrecipient Authorized Representative (SAR)

Patrick Swain	Primary phone	Mailing address
pswain@co.jefferson.tx.us		

Point(s) of contact

MR Steven Safford County Engineer	Primary phone 4098358584 Work	Additional phones 4098358584 Mobile	Mailing address 1149 Pearl Street Beaumont, Texas 77701-3600 Beaumont TX 77701
sstafford@co.jefferson.tx.us	**Fax**		

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Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
JEFFERSON COUNTY *	245	480385	N		1,9

Please provide any additional comments below (optional). **Project will encompass homes in the geographical area of Jefferson County, Texas**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Assurances Forms and 424 Forms and Funds commitment letter signed.pdf	01/15/2021	jgray@tidalbasin.rphc.com	Community Attachments	All Assurance Forms, All 424 Forms and Funds Commitment letter	
Resolution_ signature Authority.pdf	01/13/2021	jgray@tidalbasin.rphc.com	Community Attachments	Resolution giving Patrick Swain signature authority for FMA grant and all grants applied in FEMA GO in the future	

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Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?	**Yes**

Please provide plan detail

Plan name	Plan type	Plan approval date
Jefferson County Hazard Mitigation Plan Update 2017	Local Multijurisdictional Multi-Hazard Mitigation Plan	08/29/2017

Proposed activity description

Please provide any additional comments below (optional).	**Mitigation plan expires August 28, 2022 and Jefferson County plans on updating this plan before expiration date.**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)	**FMA Jefferson County Home Elevations**

Activities

Primary activity type	**Elevation**
Secondary activity type (Optional)	
Geographic areas description	**Jefferson County was established in 1836 as a**

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municipality of Mexico and was organized as a county in 1837. It is named for U.S. president Thomas Jefferson, and Beaumont is the county seat. Jefferson County has a total area of 1,113 square miles, of which 876 square miles is land and 236 square miles (21%) is water. The County consists of several cities, a few census-designated places, and unincorporated areas. Primary waterways within Jefferson County include the Neches River, Pine Island Bayou and its tributaries, Walker Branch and Walker Branch Tributary, Taylor Bayou and its tributaries, Rhodair Gully, Mayhaw Bayou, Hillebrandt Bayou (a major tributary of Taylor Bayou) with its tributaries, Willow Marsh Bayou, Bayou Din and its tributaries, Bayou Din Tributary, Kidd Gully and Cotton Creek. Soils in Jefferson County have high concentrations of clay and silt, with low infiltration rates and high runoff potential. Jefferson County is characterized by flat, featureless terrain that slopes gently to the Gulf of Mexico. Elevations range from sea level to approximately forty-five (45) feet. Belts of hardwood and pine are found in the upland portions of the county. Swamps exist in the floodplains of the Neches River and the major bayous. The swamps support vegetation such as cypress trees, and water tolerant grass and sedges in a few cleared areas. Most open land is prairie land used for grazing and rice production. Large areas of tidal marsh along the Gulf of Mexico/Sabine Lake support a dense growth of salt-water vegetation, principally cord grass and marsh cane.

Community lifelines

Primary community lifeline	**Safety and security**
Primary sub-community lifeline	**Community safety**
Secondary community lifeline (optional)	

Hazard sources

Primary hazard source	**Flooding**
Secondary hazard source (optional)	
Tertiary hazard source (optional)	
Is this a phased project?	**No**

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Are you doing construction in this project?	**Yes**
Population affected	**0.01**
Detail/description of stated percentage	**With the limited amount of homes participating in this elevation project, the population affected by the project is measured as a very small percentage of Jefferson County's citizens.**
Provide a clear and detailed description of your proposed activity	**The proposed project is to elevate five (5) homes throughout Jefferson County that have been flooded numerous times, most recently by two unprecedented flooding events that affected large portions of the County. Each of the five properties are SRL properties, according to the attached RL/SRL calculations. Each home will be evaluated and with the unprecedent storm events of Hurricane Imelda and Harvey, home owners will be given the opportunity to raise 2 feet above the BFE and in some instances, to the highwater mark on record for these storms. Some homes will have their FFE and BFEs re-established in order to determine the best final elevation heights for the home, based on past damages and frequency of flooding. Once the application is approved or selected for further funding surveys will be completed to establish the elevation heights needed. Currently, some of the homes are already 2 feet above the BFE which is the current county ordinance for elevation. Even with the homes' current FFE being 2 feet above the BFE, they still experienced significance flooding damage during Imelda and Harvey; further evidence the homes will probably be elevated to the historic water level once surveying is completed.**
How will the mitigation activity be implemented?	**Once the grant is awarded, FEMA will notify TWDB, who will notify Jefferson County that project implementation can commence. Homeowners will be made aware of the project funding and will be invited to attend a meeting with County Officials and the Project Management Team. At this time, the Acknowledgement of Conditions form that identifies that the homeowner will comply with 44 CFR, Part 60, specifically that the homeowner agrees to permanently maintain flood insurance on the property and that the use of the building located below the Base Flood Elevation will be followed as prescribed by 44 CFR, Part 60. Further, at this meeting with the Homeowner and the County, the Project Management Team will discuss the timeline for implementation and requirements for moving forward. Elevation Contractors will be invited to provide bids to homeowners. Contractors that are selected to mitigate houses will submit contractor costs estimates to Jefferson County for compliance and financial review. The Project Management Team will visit elevation sites regularly to conduct inspections and to verify the scope of work is**

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	being adhered to once the construction begins. The County will meet all requirements for documentation of completion of elevations, including ensuring that a post project elevation certificate is obtained and all photos and receipts have been obtained, and a Certificate of Occupation is provided to the homeowner as needed. When the project reaches 100% completion, all necessary final inspections will be conducted and the County will contact TDEM to request that the grant be closed out. This project will ensure that structures are elevated to the Base Flood Elevation or the Preliminary Base Flood Elevation, whichever is more stringent, plus two feet of freeboard. Once the project has been approved by FEMA and elevating contractors have been secured, compliant preliminary schematic or engineering drawings/design for each elevated property will be provided as required by TDEM and FEMA. The County will ensure that all appropriate building codes are promulgated to elevation contractors and the County will ensure that all applicable codes and standards have bee met, including ASCE 24-14. Once project is approved the county will complete an extensive project implementation plan and provide to TWDB and FEMA for review and approval.
Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):	**This project will ensure that structures are elevated to the Base Flood Elevation, Preliminary Base Flood Elevation; whichever is more stringent, plus two feet of freeboard and the historic highwater mark for homes that already meet this criteria, once a full evaluation/survey is completed. Once the project has been approved by FEMA and elevation contractors have been secured, compliant preliminary schematic or engineering drawings/design for each elevated property will be provided, as required by TDEM and FEMA. The County will ensure that all appropriate building codes are promulgated to elevation contractors and the County will ensure that all applicable codes and standards have been met, including ASCE 24-14. The elevation of the proposed homes will lessen the damages to these homes during future flooding events, lessen the burden of insurance premiums on the homeowners and provide benefits to the already strapped NFIP program payouts to these homes.**
Who will manage and complete the mitigation activity?	**Jefferson County employees, more specifically the selected Project Management Team and its qualified contractors who have administered many flood mitigation grants and activities in the past. A through project management plan will be put in place clearly showing goals and objectives to meet regulations, budget and schedule once project is selected for further funding opportunity and/or approved for funding.**

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Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?	**The elevation of the proposed homes will reduce the risk of future flooding, premiums on NFIP insurance for homeowners and lessen the impact on the NFIP deficit. There will be residual risk to a future 1000+ year flood event and potential damage to home a from a high wind event if homes are not elevated some potentially to the historic high water mark.**
When will the mitigation activity take place?	**Once the grant is awarded the the project will kickoff as described in the implementation section and last no longer than the schedule/milestones depicts.**
Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?	**After coordination and extensive out reach to the public (affected homeowners) the elevation project was determined to be the consensus of homeowners. Homeowners did not want to move and did not want to demolish there homes so both relocation and acquisition/demolition was ruled out. Elevation project was selected so homeowners could keep there current homes and the county would continue to keeps its tax base for future years to come. The homeowners have a valued interest in current home and in the Jefferson County community making the elevation the right thing to do for all parties by reducing future damages, premiums on every rising flood insurance and claims to the NFIP. No action has been the current approach and is no longer the need of the community through outreach activities. No action would continue allowing flood waters to damage these homes and also with the increase in flood insurance could eventually financially ruin homeowners who can not afford future premiums.**
Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?	**Homeowners will take care of there properties maintenance after closeout of the grant just as then have in the past with there individual tastes and level of effort. Elevation of the home will lead to better maintenance as more time will spent maintaining then constantly having to repair from flood damage.**
Additional comments (optional)	**THE Acknowledgement of conditions for mitigation actions document will be signed by each homeowner once project has been selected for further funding opportunity or approved. The county is aware of the requirement and will ensure this is completed as part of the project implementation plan which will also be completed upon approval of the application**

Attachments

DocuSign Envelope ID: 04D8C877-94CB-4344-8857-D3FFADC5DE77

Filename	Date uploaded	Uploaded by	Label	Description	Action
(02) BCA Narrative - 10112 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
14876 Boondocks Rd BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
NOVI Points.zip	01/12/2021	jgray@tidalbasin.rphc.com	Scope of Work Attachments	Geospatial files of homes to be elevated	
(05) BCA Narrative - 10263 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
9900 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
(06) BCA Narrative - 14876 Boondocks Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
10197 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
10263 Winzer Road - BCA Module - Updated 1-22-21.xlsx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
10263 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
Aggregate BCR - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
JeffCoTX_NOVI_Pts.pdf	01/14/2021	jgray@tidalbasin.rphc.com	Scope of Work Attachments	Overhead map of Home Locations	
(01) BCA Narrative - 9900 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	
(04) BCA Narrative - 10197 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	

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Filename	Date uploaded	Uploaded by	Label	Description	Action
10112 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Scope of Work Attachments	*No description given.*	

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name
Project Award

Start Month
1

Task Duration (in Months)
1 months

Task Description
Mobilization of Project Team

Task Name
Team Meeting

Start Month
2

Task Duration (in Months)
1 months

Task Description
Homeowners notified, meeting scheduled to go over deliverables and timelines

Task Name
Elevation Bids

Start Month
3

Task Duration (in Months)
3 months

Task Description
Bids after elevations have been determined

Task Name
Cost Calculations

Start Month
6

Task Duration (in Months)
2 months

Task Description
Cost estimates for homes will be compliance reviewed and negotiated as needed

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Task Name	**Start Month**	**Task Duration (in Months)**
Construction Starts	8	18 months

Task Description
Start construction on elevations

Task Name	**Start Month**	**Task Duration (in Months)**
Inspections	8	18 months

Task Description
Inspection during construction

Task Name	**Start Month**	**Task Duration (in Months)**
Construction Ends	26	2 months

Task Description
All elevations completed

Task Name	**Start Month**	**Task Duration (in Months)**
Documentation	28	2 months

Task Description
Elevation Certificates/Certificate of Occupation completed and all applicable forms and requirements

Task Name	**Start Month**	**Task Duration (in Months)**
Closeout	30	2 months

Task Description
Review all docuemntation/inspections and finacial costs package and send to TDEM/FEMA for review and closeout

Estimate the total duration of your proposed activities (in months).	**32**

Proposed project start and end dates

Start Date	**2021-04-15**
End Date	**2023-12-15**

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Budget

Budget cost estimate should directly link to your scope of work and work schedule. You must add at least one item(s) greater than 0 for your cost estimate. As necessary, please adjust your federal/non-federal cost shares, and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

First, click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate.

Grand total: $1,010,727.90

Budget type: Construction

Cost type: Cost estimate	**$962,598.00**
Cost type: Management cost	**$48,129.90**

Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares
Hazard Mitigation Assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. For Building Resilient Infrastructure and communities (BRIC), small impoverished communities may be eligible for up to 90% federal share. For Flood Mitigation Assistance (FMA), and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Is this a small impoverished community?
This determines your federal/non-federal share ratio

	% Percentage	$ Dollar amount
Proposed federal share	**100.00**	**1010727.90**
Proposed non-federal share	**0.00**	**0.00**

Based on total budget cost: $1,010,727.90

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federal share ratio.
No

Please provide justification for exceeding the allowable federal share here.

Management Costs added to Federal share portion in accordance with DRRA changes to cost calculations, 5% of budget @ 100% federal cost share. All homes are calculated as SRL properties and are 100% federally funded.

Non-federal funding sources here
That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	Funding amount	% Non-federal share by source

Please provide any additional comments below (optional).

Throughout the project implementation if matching funds are needed they will come from Jefferson County, See match commitment letter attached

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson County - FMA - Budget - 1-15-21.xlsx	01/14/2021	jgray@tidalbasin.rphc.com	Budget Attachments	Most up to date FMA Elevation Budget	
Jefferson County - FMA - Budget - 1-22-21.xlsx	01/22/2021	niamh.gray@twdb.texas.gov	Budget Attachments	*No description given.*	
Jefferson County - FMA Elevations - BCA Module.xlsx	01/22/2021	niamh.gray@twdb.texas.gov	Budget Attachments	*No description given.*	
Budget Narrative_FMA_Elevations_1_22_21.docx	01/22/2021	niamh.gray@twdb.texas.gov	Budget Attachments	Updated narrative	

DocuSign Envelope ID: 04D8C877-94CB-4344-8857-D3FFADC5DE77

Filename	Date uploaded	Uploaded by	Label	Description	Action
Budget Narrative_FMA_Elevations_1-15-21.docx	01/14/2021	jgray@tidalbasin.rphc.com	Budget Attachments	Budget Narrative (Budget and Management Costs)	

Cost-effectiveness

How was cost-effectiveness determined for this project?

- [x] BCA completed in FEMA's BCA toolkit
  Subapplicant must attach supporting documentation.
- [ ] Pre-calculated benefits
- [ ] Substantial damage in special flood hazard area
- [ ] Other BCA methodology approved by FEMA in writing
- [ ] Not applicable

- [ ] Not applicable

What are the total project benefits? ($)	**1527824.00**
What are the total project cost? ($)	**962598.00**
What is the benefit-cost ratio (BCR) for the entire project?	**1.58**
Was sea level rise incorporated into the flood elevations in the BCA?	**Yes**
Were environmental benefits added to the project benefits?	**Yes**
Were social benefits added to the project benefits?	**Yes**
Does the mitigation measure incorporate nature-based solutions?	**No**

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
(05) BCA Narrative - 10263 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
10263 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	

DocuSign Envelope ID: 04D8C877-94CB-4344-8857-D3FFADC5DE77

Filename	Date uploaded	Uploaded by	Label	Description	Action
14876 Boondocks Rd BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
(01) BCA Narrative - 9900 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
10197 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
(04) BCA Narrative - 10197 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
(06) BCA Narrative - 14876 Boondocks Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
9900 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
10112 Winzer Road BCA Report - Updated 1-22-21.pdf	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	
BCA.zip	01/15/2021	jgray@tidalbasin.rphc.com	Cost Effectiveness Attachments	Most up to date BCA and supporting documentation	
(02) BCA Narrative - 10112 Winzer Rd.docx	01/22/2021	niamh.gray@twdb.texas.gov	Cost Effectiveness Attachments	*No description given.*	

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age?

B. National Historic Preservation Act - Archeological Resources

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Does your project involve disturbance of ground?

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?

2. Does your project remove or affect vegetation?

3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding?

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation?

F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone?

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use?

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H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project?

2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?

3. Does any project construction or operation activities involve the use of hazardous or toxic materials?

4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?

J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?

2. Are there controversial issues associated with this project?

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?

K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties?

Evaluation

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Is the applicant participating in the Community Rating System (CRS)?	**No**
Is the applicant a Cooperating Technical Partner (CTP)?	**No**
Was this created from a previous FEMA HMA Advance assistance / Project scoping award?	**No**
Has the applicant adopted building codes consistent with the international codes?	**Yes**
Year of building code	**2009**
Please provide the building code.	**International Residential Code**
Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	**No**
Describe involvement of partners to enhance the mitigation activity outcome.	**Community homeowners have been very vocal with county employees after the onset of two 1000 year storms impacting the area over a period of 2 years. With these events the involvement of the county and its citizens to do what's required to lessen the impacts has risen greatly over time. Many partners to include drainage districts, Sabine River Authority, GLO, TWDB, TDEM, USFWS, USACE, and many more are part of the overall collaboration to reduce flooding in Jefferson County, TX.**
Discuss how anticipated future conditions are addressed by this project.	**Homeowners are in many different situations, some hardly able to afford flood insurance based on past historic floods over the past couple years and rates soaring, others barely getting by, and all fed up with constantly having to leave there homes and come back to what seems to be an ever evolving nightmare of having to fix the flooding damage left to their properties. By elevating these homes we are taking small steps in the attempt to utilize every opportunity to lessen the impacts to these homes, reduce future damages, and attempt to restore peace of mind to the homeowners during a future event. These elevation projects are part of the overall flood reduction initiative Jefferson County is undertaking. Multiple projects are in various stages of development and construction to include; Retention/Detention Facilities, numerous home elevations, acquisition/demolitions projects, new flood channels, widening and upgrade of existing channels, culvert upgrades to increase flow of water away from high prone flood areas and more.**
Additional comments (optional)	

Attachments

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Filename	Date uploaded	Uploaded by	Label	Description	Action

Comments & attachments

▸ Community	1 comment, 2 attachments
▸ Mitigation plan	1 comment, 2 attachments
▸ Scope of work	1 comment, 14 attachments
▸ Budget	1 comment, 6 attachments
▸ Cost-effectiveness	0 comment, 11 attachments
▸ Evaluation	0 comment, 1 attachments
▸ Environmental/Historic Preservation (EHP)	0 comment, 0 attachments
▸ Location	0 comment, 0 attachments

Introduction

Project location

Provide a detailed description of the proposed project's location.	**Project is located in portions of Jefferson County, TX, please see all attachments for additional information and specific lat/long for each property identified for the elevation project. Lat/Lon given here is the approximate middle of Jefferson County, Texas.**
Latitude	**29.816928**
Longitude	**-94.151329**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
10263 Winzer Rd_Craig Guillory.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	

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Filename	Date uploaded	Uploaded by	Label	Description	Action
14876 Boondocks Rd_Will Taber.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	
9900 Winzer Rd_Jane Bienvenu.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	
10112 Winzer Rd_Patrick Radcliff.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	
10197 Winzer Rd_Carolyn Crain.zip	01/15/2021	jgray@tidalbasin.rphc.com	Project Location Attachments	Home owner data and most up to date 1-15-21	

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

Homeowners repeatedly having homes flooded from historical flooding events. See additional attachments and scope for more detailed information.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Project impact area

Provide a detailed description of the proposed project's impact area.

Each home within this application has an attached zip file visually showing projects area, impact will be minimal due to the project existing in the current home footprint.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

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Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? (Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)	**Yes**

Please describe how the propert(ies) will be selected upon subgrant approval. (Example: Saferoom Lottery Project, Fix the Bricks Project)

Please download the excel template, and then fill out the template with building or infrastructure data.

Enter the location of the property/structure.

List of location(s) (5 locations)

Status	Location ID	Address	Inventory type	Structure type	Mitigation action
✓	5844	10197 Winzer Road , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5845	14876 Boondocks Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5846	10112 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5848	10263 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	5849	9900 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation

Assurances and certifications

OMB number: 4040-0009, Expiration date: 02/28/2022 View burden statement

SF-424D: Assurances - Construction Programs

Content:

OMB Number: 4040-0009
Expiration Date: 02/28/2022

DocuSign Envelope ID: 04D8C877-94CB-4344-8857-D3FFADC5DE77

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C.§874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a--1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

OMB number: 1660-0083, Expiration date: 10/31/2021 View burden statement

Certifications regarding lobbying; Debarment, Suspension and other responsibility matters; and Drug-free workplace requirements

Content:

OMB Control Number: 1660-0083
Expiration: 10/31/2021

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
(c)The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
☐ Standard Form-LLL :'Disclosure of Lobbying Activities' attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
    d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and
B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    b. Establishing an on-going drug free awareness program to inform employees about-
        1. The dangers of drug abuse in the workplace;
        2. The grantee's policy of maintaining a drug-free workplace;

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3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

1. Abide by the term of the statement; and
2. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to anyemployee who is convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
2. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

☐ There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

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New Contract - FY20 FMA Payable

Contract Amount $ 1,010,727.90		**BOARD APPROVAL DATE** 10/07/2021	
CONTRACT # 2000012634	**AMEND #** New Contract	**CONTRACTOR** Jefferson County	**DATE / INITIALS**
Procurement & Contract Services Stephen Ross	■ Assignment Date: 08/22/22 ■ Enter amendment information into CAS and Worklog ■ Prepare Draft Amendment/CIF to internal review and approval, Save in S: drive and email reviewers.		08/23/22 sr
PCS Approval ■ Cameron Turner ☐ Sherry Jackson	Does FFATA (Fed Funds) Apply? ☐Yes or ☐No If Yes, Fed Reporting to FSRS. Contract Admin Manager reviews and approves		ct 8/24/22
Legal ■ Kaye Schultz ▣ Annette Mass	**Contract Attorney reviews and approves** 9/2/2022 AM		KS 8/24/2022
Contract Manager / SME ▣ Veronica Vilalobos-Pogue **CC Copies to:** Contract Matters-Patrick Swain County Auditor-patrick.swain@jeffcotx.us 409-835-8501; Payment Request Submission-Patrick Swain County Auditor patrick.swain@jeffcotx.us 409-835-8501	☐ **CM / SME** submits Risk Assessment ■ **CM / SME** reviews and approves ■ **CM / SME** provides Names / Emails needed for DocuSign Contractor Signatory: Signature Authority-Jeff R. Branick, County Judge- Signatory Email: jbranick@co.jefferson.tx.us-409-835-8466		vvp 8/29/22
▣ Kathy Hopkins	**Manager Reviews and approves**		kch 8/29/2022
■ Glenn Jennings ☐ Shanna Packer ☐ Joseph Monyer ■ Loren Sammon ☐ Chris Hayden	**Budget Officer confirms coding on CIF** see cif		gj 8-24-22 LS 8/24/22
▣ Saul Nuccitelli	**Division Director reviews and approves**		SN, 8/29/22
▣ John Dupnik	**Deputy Executive Administrator or CFO reviews, approves**		
Accounts Payable/Receivable ■ Eldrisha Eubanks (Payable) ■ April Weiss (Receivable)	**Accounts Payable/Receivable Comments**		AW 8/23/22 EE 8/31/22
■ Letty Molina (Accounting Manager)	9/13/2022		JTD
☐ LeeRoy Lopez (Accounting Director)			
Procurement & Contract Services Stephen Ross	■ All approvals have been received ■ Prepare FINAL Amendment & Contract Initiation Form ■ Send for execution via DocuSign		
▼ **FOR DOCUSIGN ONLY – CONTRACT ADMINISTRATION ONLY** ▼			
☐	**Contractor** Executes Contract		
☐ John Dupnik	**Deputy Executive Administrator** reviews, approves and signs (if contract value < $25,000)	9/13/2022	JTD
▣ Amanda Lavin	**Assistant Executive Administrator** reviews and approves	9/20/2022	AL
▣ Jeff Walker	**Executive Administrator** reviews, approves and signs (if contract value > $25,000)	9/20/2022	JW

September 1, 2022

Liberty County
Judge Jay Knight
1923 Sam Houston RM 201
Liberty, Texas 77575

Sheriff Bobby Rader
Liberty County Sheriff
2400 Beaumont Ave.
Liberty, Texas 77575

Re: Interlocal Cooperation Agreement

Dear Judge Knight,

Effective November 1st the Interlocal cooperation Agreement between Jefferson County and Liberty County signed December 10, 2020 will be modified due to increasing costs and labor shortages. Inmates are currently being housed at the downtown Jefferson County jail at the rate of $60.00 per day. Effective November 1st the adjusted rate will be $89.50 per inmate day. If you would like to continue the housing of your inmates at the jail, please sign the modification below. If you have any questions, please feel free to contact Warden Detrah Lacy who will serve as the Operator contact.

County of Jefferson
Judge Jeff Branick

_____

Operator-LaSalle Corrections

Eric Czyzewski
8/22/2022

Liberty County
Judge Jay Knight

_____

September 1, 2022

Chambers County
Judge Jimmy Sylvia
PO Box 939
Anahuac, Texas 77514

Sheriff Brian Hawthorne
Chambers County Sheriff
PO Box 998
Anahuac, Texas 77514

Re: Interlocal Cooperation Agreement

Dear Judge Sylvia,

Effective October 31st the Interlocal cooperation Agreement between Jefferson County and Chambers County signed December 10, 2018 will be terminated due to increasing costs and labor shortages. Inmates have not been housed at the unit for several years and if the need should arise in the future, please feel free to reach out to our Operator to discuss available beds space and current per diem rates. We are happy that we could help your County with your past inmate housing needs.

County of Jefferson
Judge Jeff Branick

_____

_____
Date

Operator-LaSalle Corrections

Eric Lenkowski
8/22/2022
Date

September 1, 2022

Galveston County,
Judge Mark Henry
722 Moody Suite 200
Galveston, Texas 77550

Sheriff Henry Trochesset
Glaveston County Sheriff
Office 601 54th Street
Galveston, Texas 77551

Re: Interlocal Cooperation Agreement

Dear Judge Henry,

Effective October 31st the Interlocal cooperation Agreement between Jefferson County and Galveston County signed June 28, 2011 will be terminated due to increasing costs and labor shortages. Inmates have not been housed at the unit for a number of years and if the need should arise in the future, please feel free to reach out to our Operator to discuss available beds space and current per diem rates. We are happy that we could help your County with your past inmate housing needs.

County of Jefferson
Judge Jeff Branick

_____

_____
Date

Operator-LaSalle Corrections

_____
8/22/2022
Date

Resolution

STATE OF TEXAS § COMMISSIONERS COURT
§
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 27 day of September, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everette'Bo'Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Carl Kent May***, has devoted 30 years of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Carl Kent May***, has dedicated his talents and services as a Corrections Officer and a Law Enforcement Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Carl Kent May,*** has pledged his services as a Corrections Officer, working in the dorms, in ID, Book In, Work Release and as a Bailiff at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to emergency situations involving the evacuation of inmates for hurricanes and emergency operations for COVID-19, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, ***Carl Kent May,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Carl Kent May,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Carl Kent May***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 27 day of September, 2022.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PRICE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Resolution

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

COMMISSIONERS COURT
OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 27 day of September, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Everette'Bo'Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, ***Oscar M. Vara***, has devoted 20 years and 8 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, ***Oscar M Vara***, has dedicated his talents and pledged his services as a Corrections Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, ***Oscar M. Vara***, has pledged his services as a Deputy and Sergeant making an outstanding contribution to law enforcement in Jefferson County, serving as a Peace Office in the Patrol, Criminal Investigation, and Training Divisions; and

WHEREAS, through hard work and commitment to excellence, ***Oscar M. Vara,*** has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, ***Oscar M. Vara,*** is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend ***Oscar M. Vara***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 27 day of September, 2022.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

STATE OF TEXAS

MUTUAL AID AGREEMENT

COUNTY OF JEFFERSON

WHEREAS, Chapter 751 of the Texas Government Code Authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas, and;

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the act, and;

WHEREAS, Jefferson County, a political subdivision of the State of Texas, and Chambers County, a political subdivision of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the "providing jurisdiction" and the party receiving aid, hereinafter referred as the "receiving jurisdiction,"

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. The providing jurisdiction hereby agrees to provide, through its Emergency Management Department or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the requesting jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the providing jurisdiction. The judgment of the providing jurisdiction shall be final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the governing body of the providing jurisdiction or its designee.

2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the providing jurisdiction, but shall work under the supervision of the requesting jurisdiction. The providing jurisdiction retains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the providing jurisdiction, such action is necessary or advisable.

3. The providing jurisdiction will render such aid to the requesting jurisdiction, and the requesting jurisdiction agrees to compensate the providing jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the parties that the providing jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the requesting jurisdiction. It is further understood and agreed that the requesting jurisdiction will reimburse the requesting jurisdiction, in full, for those expenses that relate directly to the services the providing jurisdiction rendered for the

PROVIDING

requesting jurisdiction. In this regard it is understood that the receiving jurisdiction will reimburse the providing jurisdiction for straight time, overtime, or emergency time rates the providing jurisdiction is required to pay at the time as well as reasonable charges for equipment used.

4. The providing jurisdictions will maintain workers compensation coverage for its employees and, at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.

5. It is understood that, in order for any providing jurisdiction to receive payment for aid provided, they must comply with procedures for submitting documentation that clearly itemizes and supports their claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the requesting jurisdiction will maintain copies of all documentation submitted in support of their claim until released by the County. The parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.

6. Neither party to this agreement shall be liable for its failure or refusal to render aid pursuant to this agreement and no third person is entitled to rely on this agreement as the basis for any claim against any party hereto.

7. This agreement shall be effective on the last date executed by any party hereto and shall remain in full force and effect unless and until terminated by a party by giving written notice of such termination to the governing body of the other party at the place at which regular meetings of that body are held.

8. Requests for aid should be made to:

Jefferson County, Texas

Michael R. White, Coordinator
Emergency Management Department
1149 Pearl St., First Floor
Beaumont, Texas 77701
409-835-8757

Chambers County, Texas

Ryan Holzaepfel, Coordinator
Emergency Management
102 Airport Road/PO Box 957
Anahuac, Texas 77514
409-267-2445

or their successors in office. JB

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Date: 9-27-2022

Jefferson County, Texas

Date: 9.13.22

Chambers County, Texas

By: _____
Jeff R. Branick, County Judge

By: _____
Jimmy Sylvia, County Judge

ATTEST:

By: _____ 9-27-22
~~Lori~~ LAURIE Leister, County Clerk

ATTEST:

By: _____
Heather Hawthorne, County Clerk

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

COMMISSIONERS COURT
BEAUMONT, TEXAS