

Notice of Meeting and Agenda
October 18, 2022

Special, 10/18/2022 10:30:00 AM

BE IT REMEMBERED that on October 18, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

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

Absent

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:

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
October 18, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **18th** day of **October 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:

10:00 a.m.- Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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.

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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: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Darrell Bush, Commissioner, Precinct Two

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PURCHASING:

- (a). Consider and approve specifications for Request for Proposals (RFP 22-037/MR) Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-626.

SEE ATTACHMENTS ON PAGES 12 - 107

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

- (b). Consider and approve specifications for Request for Proposals (RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility.

SEE ATTACHMENTS ON PAGES 108 - 189

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

- (c). Consider and approve award, execute, receive and file contract for (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Tetra Tech.

SEE ATTACHMENTS ON PAGES 190 - 551

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

- (d). Consider and approve, execute, receive and file a renewal for (RFP 18-034/YS) Janitorial Services for Jefferson County for a fourth one (1) year renewal with Southeast Texas Building Service, Inc. from November 19, 2022 to November 18, 2023.

SEE ATTACHMENTS ON PAGES 552 - 552

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

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- (e). Consider and approve, execute, receive and file an Agreement (Agreement 22-065/DC) with Facility Gateway Corporation for Uninterruptible Power Supply (UPS) Service and Maintenance for one (1) year in the amount of \$2,626.00.

SEE ATTACHMENTS ON PAGES 553 - 564

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

COUNTY AUDITOR:

- (a). Consider and approve FY 2022 budget transfer -Road & Bridge Pct. 3 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 565 - 565

113-0305-431-4018	ROAD MACHINERY	\$7,500.00	
113-0302-431-1028	LABORERS		\$7,500.00

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

- (b). Consider and approve FY 2022 budget transfer -Jail -additional cost for prisoner transfers.

SEE ATTACHMENTS ON PAGES 566 - 566

120-3062-423-4004	AIRPLANE FUEL	\$4,400.00	
120-3062-423-4007	AIRPLANES	\$600.00	
120-3062-423-3084	MINOR EQUIPMENT		\$5,000.00

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

- (c). Consider and approve FY 2022 budget amendment for year-end accruals for payroll.

SEE ATTACHMENTS ON PAGES 567 - 567

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110-2027-412-1002	ASSISTANTS & CLERKS	\$222.00	
110-2027-412-1007	COURT REPORTER	\$338.00	
120-1017-415-1001	DEPARTMENT HEAD	\$424.00	
120-1017-415-1002	ASSISTANTS & CLERKS	\$569.00	
120-1024-419-1099	TERMINATION ALLOWANCE	\$41,620.00	
120-1024-419-2001	F.I.C.A. EXPENSE	\$2,098.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$9,308.00	
120-3062-423-1098	OVERTIME ALLOWANCE	\$60,294.00	
120-3062-423-2001	F.I.C.A. EXPENSE	\$4,482.00	
120-3062-423-2002	EMPLOYEES' RETIREMENT	\$9,208.00	
120-3059-421-2003	EMPLOYEES' INSURANCE		\$128,563.00

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

- (d). Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2022 for Jefferson County.

SEE ATTACHMENTS ON PAGES 568 - 570

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

- (e). Receive and file public defender contract agreement for the Criminal District Court with Kevin Sekaly Mantellini effective 10/01/22.

SEE ATTACHMENTS ON PAGES 571 - 575

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

- (f). Receive and file public defender contract agreement for the 252nd District Court with Allen Parker and Charles Rojas effective 10/01/22.

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SEE ATTACHMENTS ON PAGES 576 - 586

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

- (g).Receive ad file public defender contract agreement for the Criminal District Court and the 252nd District Court with Kevin Laine effective 10/01/22.

SEE ATTACHMENTS ON PAGES 587 - 591

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

- (h).Consider and approve public defender contract agreement for the Criminal District Court with Marsha Normand effective 10/1/22.

SEE ATTACHMENTS ON PAGES 592 - 596

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

- (i).Consider and approve public defender contract agreement for the 252nd District Court with Michael Van Zandt effective 10/1/22.

SEE ATTACHMENTS ON PAGES 597 - 601

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

- (j).Consider and approve public defender contract agreement for the Criminal District Court and the 252nd District Court with Brittanie Holmes effective 10/01/22.

SEE ATTACHMENTS ON PAGES 602 - 606

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

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(k).Regular County Bills – check #499799 through check #500099.

SEE ATTACHMENTS ON PAGES 607 - 617

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

ADDENDUMS:

(l).Consider and approve budget transfer - Road & Bridge Pct 1 - freight on skid steer equipment purchase

SEE ATTACHMENTS ON PAGES 618 - 618

111-0109-431-6011	ROAD MACHINERY	\$701.00	
111-0102-431-1005	EXTRA HELP		\$701.00

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

COUNTY AIRPORT:

(a).Consider and possibly approve the County Judge to execute a Memorandum of Lease between Jefferson County and Mid County Plaza, LLC. This Memorandum of Lease is for two of Mid County Plaza's buildings located at 4665 A Jerry Ware Drive and 4665 B Jerry Ware Drive.

SEE ATTACHMENTS ON PAGES 622-628

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

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COUNTY CLERK:

ADDENDUMS:

- (a). Consider and possibly approve the appointment of supplemental Presiding and Alternate Election Judges for the November 8, 2022 General and Joint Election. Republicans: Laretta Collins, Jackson Adams, Josey Johnson III, Martha Taylor, Janet Polk, Genny Breaux, Pamela Trainer-Burrell, Linda Brown, Julia Smith and Janie Farris; Democrat: Cynthia McKenzie.

NO ATTACHMENTS

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

- (b). Consider and possibly approve the appointment of Central Counting Station personnel for the November 8, 2022 General and Joint Election: Wayne Ozio, Central Counting Station Manager; Clifton Simoneaux, Presiding Judge; John Stafford, Alternate Judge; Jeff Ross, Tabulation Supervisor; Scott LeBlanc, Assistant Tabulation Supervisor; and Haylee Fournier, Assistant Tabulation Supervisor.

NO ATTACHMENTS

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

COUNTY COMMISSIONERS:

- (a). Consider and possibly approve a Proclamation for Gift of Life 2022 Ovarian and Breast Cancer Month.

SEE ATTACHMENTS ON PAGES 619 - 620

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

- (b). Receive and file executed Collective Bargaining Agreement between Jefferson County, Texas and the Jefferson County Deputy Constables Association for October 1, 2022 through September 30, 2025.

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SEE ATTACHMENTS ON PAGES 629 - 660

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

- (c).Receive and file executed 2022 Amended Agreement between Jefferson County and Tim Richardson for professional services seeking BP Deepwater Horizon (DWH) funding.

SEE ATTACHMENTS ON PAGES 661 - 668

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

TAX OFFICE:

- (a).Receive and file Continuing Education Transcript for Allison Nathan Getz, Jefferson County Tax Assessor-Collector, who has successfully completed the continuing education requirements of Sec. 6.231(d) of the Texas Property Tax Code.

SEE ATTACHMENTS ON PAGES 621 - 621

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, October 18, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 18, 2022.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

October 18, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-037/MR) **Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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.

PROPOSAL NAME: Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

PROPOSAL NUMBER: RFP 22-037/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, November 30, 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:
October 19th & October 26th, 2022
 Examiner **October 27, 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 Emergency Disaster Assistance Recovery of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company’s general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and 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 Emergency Disaster Assistance Recovery.

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

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

PROPOSER: INSERT 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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																											
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<p>OFFICE USE ONLY</p>																											
<p>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**</p>		Must file online at www.ethics.state.tx.us/File																											
<p>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*</p>																													
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**</p>																													
<p>4</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 15%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 5px;"> <p>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p> </td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	<p>**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</p>																				<p>5 Check only if there is NO Interested Party. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>		
Name of Interested Party			City, State, Country (place of business)	Nature of Interest (check applicable)																									
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<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____, _____, _____, _____, _____.</p> <p style="text-align: center;">(street) (city) (state) (zip code) (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: center;">(month) (year)</p> <p style="text-align: center;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																													
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																													

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 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 (RFP 22-037/MR) Emergency Disaster Assistance Recovery for Jefferson County

contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

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

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(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)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account 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 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section I (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I)(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. 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
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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

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

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
Proposer:
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.

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, November 30, 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 409-835-8593 or 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

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at: 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, **November 17, 2022**.

3.4 TENTATIVE SCHEDULE OF EVENTS

- October 18, 2022** Issuance of Request for Proposal
- November 30, 2022** Deadline Submission (late proposals will not be considered)
- December 2, 2022** Proposals distributed to Evaluation Committee
- December 7, 2022** Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
- December 14, 2022** If Applicable: Conduct Interview/Best and Final Offer/Short List
- December 20, 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 62)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its (RFP 22-037/MR) Emergency Disaster Assistance Recovery for Jefferson County

personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROPOSED SCOPE OF SERVICES

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

COUNTY BACKGROUND

Jefferson County covers approximately 1,100 square miles and has a population of 253,700. Jefferson County owns 165 buildings and has 1,123 employees.

TERMS

The selected contractor shall not begin any service resulting from this agreement without a Notice to Proceed or Purchase Order issued by Jefferson County. A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

It is the intent of the County to award a one (1) year contract with the possibility of two (2) one-year renewals, which shall commence immediately upon the County Commissioner's approval and signing of the contract. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

QUALIFICATIONS

The Contractor must, at a minimum, have performed at least three (3) debris removal, reductions, and operations in excess of 1,000,000 cubic yards, and provide references for the communities where these operations took place. At least two (2) of these operations must have been performed in the last eight (8) years.

The Contractor shall have at least ten (10) years of experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency/disaster type conditions.

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

Contractor is to ensure strict compliance to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Contractor is required to be registered with The System for Award Management (SAM) with an “active” status.

Subcontractors: Should subcontractors be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County’s request, Contractor shall provide all internal sub-contractor documentation for federal reimbursement review.

RECORDS RETENTION

Contractor is required to retain all records and files related to a DISASTER/EMERGENCY until the Jefferson County Auditing Department gives written permission to discard these materials.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of the Notice to Proceed, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

STRATEGIC PLANNING

The Contractor in conjunction with the EMC/EOC shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one USB flash thumb drive in Adobe Acrobat format to the County for approval prior to the pre-event planning meeting.

- A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:
- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the EMC/EOC prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

MOBILIZATION

The contractor is responsible to contact the County’s representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

The County will release the equipment to the Contractor for deployment outside of Jefferson County. This process shall be in writing with the County’s Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly,) of the Contractor's agreement for rental/lease. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event.

The plan shall include:

- Verification of primary transportation routes, which require clearing;
- Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);
- Placement of emergency power;
- Placement of immediate need sanitary portable facilities/portable housing facilities;
- Placement of immediate need reefer and refrigerator containers and initial ice supply;
- Placement of water trucks with potable water and emergency water; and
- Placement and operation of a temporary fleet maintenance facility.

The Contractor shall also be capable of deploying all resources for the following immediate need services within **twenty-four (24) to thirty-six (36)** hours following an event:

- Equipment for clearing transportation routes;
- Equipment and materials to provide emergency power at facilities deemed essential by the County;
- Portable facilities;
- Reefer and refrigerator containers with initial ice delivery;
- Potable water trucks and emergency bottled water;
- Temporary fleet maintenance;
- Traffic control and signage;
- and Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

OBJECTIVE

Jefferson County is seeking proposals from qualified Contractors to establish Emergency Disaster Assistance Recovery contract(s) for project management and various disaster related services. Services shall include, but not be limited to:

- Emergency Road Clearance
- Emergency Power Generators
- Temporary Satellite Communications
- Temporary Sanitary Facilities/Portable Housing Facilities
- Reefer and Refrigerator Container
- Potable Water Truck and Drinking Water (add water troughs)
- Mobile Fleet Repair Facilities, Technicians and Mechanics
- Canteen, Inclusive of Operation and Staffing
- Traffic Control and Signage
- Right of Way (ROW) Debris Removal
- Right of Entry (ROE) Debris Removal
- Tree, Tree Stump, and Tree Limb Removal
- Demolition of Structures

- Emergency Temporary Dry-in of Facilities
- Temporary Security Personnel
- Temporary Lighting
- Temporary Fueling Sites and Dispensing
- Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- Temporary Fencing
- Other Disaster Related Services: Waterway Debris Removal
- Cleaning of Storm Drains

The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

- a. Debris Removal
 - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.
- b. Ancillary Services
 - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

EMERGENCY ROAD CLEARANCE:

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by Jefferson County Emergency Management/Emergency Operations Center (EM/EOC). Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

The County will reimburse the contractor as follows:

County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor. Rate Schedule (**Item A**).

EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. **The Contractor shall contact Emergency Management Center (EMC)/Emergency Operations Center (EOC) staff before final location of generators are decided.**

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators (**Item C**). The generators have been classified as "essential" and "as needed". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as needed" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff unless otherwise directed by the County.

The County may provide the Contractor with the County's emergency fuel vendors.

The County will be responsible for payment of fuel for the re-fueling of County-owned generators unless otherwise directed by the County. The Contractor will be responsible for payment of fuel for the generators rented by the County.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unity, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C)**. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SATELLITE COMMUNICATION:

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications **(Item D)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

The Contractor shall provide essential self-contained temporary sanitary facilities and heavy duty tents/canopies with portable evaporative coolers immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

- Comfort Station-10 stall units
- Comfort Station-26 ft .BT Unit
- Shower Units - 4 stall
- Shower Unit- 6 stall
- Shower Units -12 stall with 6 sinks
- Portable Laundry Facilities
- Heavy Duty Tents/Canopies with sides (16' x 32')
- Portable Evaporative Coolers for use with Heavy Duty Tents/Canopies

Waste products must be disposed at a legally operated disposal facility. Frequency of disposal will be determined by the County.

The County will reimburse the contractor as follows:

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities **(Item E)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

Upon the request of the EMC/EOC, the Contractor shall provide a minimum of one (1) reefer trailer container, one (1) refrigerated container trailer immediately following a disaster event and one (1) refrigerated trailer truck shall be provided for **exclusive** use by the Morgue. A tracking system is required for trucks and trailers. Ice for the reefer trailer may be requested by the County.

The Morgue is located at 4381 W. Cardinal Drive, Beaumont, TX 77705. Contact is Helga Briscoe 409-924-1440.

Placement of trailers containers shall be as directed by the EMC/EOC.

The Contractor shall be responsible for fueling the Reefer and Refrigerator containers unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendor.

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment.

The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly, per Appendix A of the Cost Proposal section, Reefer and Refrigeration Containers w/Initial Ice Deliver (**Item F**). Contractor shall include cost for fueling, repairs, and maintenance in their cost proposal.

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:

Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC.

Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendors. The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing pallets of emergency bottled water and sports drinks upon request by the County. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water, per Appendix A of the Cost Proposal section, Potable Water Truck and Drinking Water (**Item G**). Contractor shall include the cost for fueling, refilling trucks, maintenance, and repairs in the cost proposal. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County can at any time request a copy of the supplier's invoice for the pay request.

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

As directed by EMC/EOC, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

The County will reimburse the contractor as follows:

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, per Appendix A of the Cost Proposal Section, Mobile Fleet Repair Facility (**Item H**). Contractor shall be compensated at a flat rate per hour for two different kinds of labor, skilled mechanic, and unskilled mechanic assistant. A flat rate per tire and a flat rate per battery. The County will compensate the Contractor for any additional materials/parts at a fixed percentage over their cost.

CANTEEN:

Jefferson County is currently under contract with a primary Canteen Services provider. However, Jefferson County may elect to have Mobile Canteen Services fulfilled by a secondary provider.

Should the Contractor (CATERER) under this RFP be elected to provide Mobile Canteen Services:

The Caterer shall recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively. The County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a "secondary provider" contractual agreement based on the terms in this RFP.

As directed by the EMC/EOC, the Caterer shall provide all labor, facilities, equipment, and staff required to provide a temporary mobile canteen for feeding County Employees, Mutual Aid Employees and small unincorporated communities in Jefferson County at remote locations in the County. Caterer shall provide meals, beverages, utensils, plastic bags for cleanup, other meal related supplies, meal catering services, staging of equipment, and clean up ("MEALS") for emergency workers in times of hurricanes and other natural or man-made disasters or emergencies ("DISASTERS").

Caterer will provide equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.

Caterer will employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.

Caterer must comply with current Health Ordinances.

The number of requested meals will be specified by the EMC/EOC. Meals to be prepared on site or delivered to one or more of the County's staging sites. The number of meals to be requested will be based on the nature and needs of the incident.

There will be 3 regular serving times per day.

- Breakfast: 7:00 AM daily
- Lunch: 12:00 Noon daily
- Dinner: 6:00 PM daily

Contractor shall comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean-up for as long as its services are required as a result of the Disaster.

Contractor shall respond to an activation request made by EMC/EOC and be prepared to serve the first MEALS **within twelve (12) hours** depending on the circumstances.

In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), the EMC/EOC will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period.

Caterer understands that providing MEALS requires the staging of equipment at remote sites in the County

Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.

Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.

Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by EMC/EOC) for each meal that is served and billed to Jefferson County.

County (EMC/EOC) agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.

County (EMC/EOC) agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements.

The County will reimburse the contractor as follows:

The County will compensate the Contractor based on flat fee per meal served for breakfast, lunch, dinner, including the condiments and drinks with a one-time mobilization cost for the mobile kitchen, per Appendix A of the Cost Proposal section, Canteen **(Item I)**.

Contractor should include the cost for labor/staffing the Canteen in the cost proposal. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

Emergency Menu Minimum Standards-

BREAKFAST

EVERYDAY: BREAKFAST SANDWICH/BURRITO, BOTTLED WATER

LUNCH

EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

DINNER

EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

TRAFFIC CONTROL AND SIGNAGE:

As directed by the EMC/EOC, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided. Quantities will be determined by the EMC/EOC:

- Safety Cade Type II Barricades with flashing lights
- DOT Black Base 36" traffic cones with two (2) each reflective bands
- Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs
- Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles
- A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.

The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control **(Item J)**. The County can at any time request a copy of the supplier's invoice for the pay request.

RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The EMC/EOC and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* "Passes/Sweeps" refers to the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

Possible TDSRS Facilities:

Undeveloped Land Owner: Jefferson County Interstate 10 East at Major Drive Size: 150 acres	Undeveloped Land Owner: Jefferson County Highway 365 & Jade Road Size: 20 acres	Undeveloped Land Owner: Jefferson County Highway 73 and Big Hill Road Size: 300 acres
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Landfill sites:

Republic Services 5433 Labelle Road Beaumont, TX 77705 409-242-4456	Republic Services 2601 Jenkins Road Anahuac, TX 77514 409-267-6666	Waste Management 2175 West Cardinal Drive Beaumont, TX 77701 409-842-0065
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City of Beaumont Municipal Landfill 5895 Lafin Beaumont, TX 77705 409-842-5686	City of Port Arthur Sanitary Landfill 4732 Hwy 73 Beaumont, TX 77705 409-736-1341
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The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of seven (7) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D);
- White goods (i.e. refrigerators, stoves, and other appliances).
- Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.
- Eligible Animal Carcasses
- Abandoned Vehicles

Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;
Reduction of debris at the TDSRS; and
Loading and transporting reduced debris to a lawful disposal site.

The County requests unit prices for the following services:

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Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the seven (7) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The contractor will collect and remove vehicles that are severely damaged by the disaster event, and abandoned. The County will determine the vehicles to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing Contractor to remove and dispose of vehicle at appropriate site.

Price per pound for pick up and transporting eligible animal carcasses to an approved disposal site/facility per Jefferson County Livestock Officer and Jefferson County Public Health Department.

The County will reimburse the Contractor as follows:

One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K)**.

RIGHT-OF-ENTRY DEBRIS REMOVAL (If implemented by the EMC/EOC):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K)**.

TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump 4.5' (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal **(Item L)**. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

DEMOLITION OF STRUCTURES (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures **(Item M)**.

EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors:

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows:

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule (**Item N**). The County can at any time request a copy of the supplier's invoice for the pay request.

TEMPORARY SECURITY PERSONNEL:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Cost Proposal Equipment/Labor Rate Schedule (**Item O**). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY LIGHTING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule (**Item P**). Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The Contractor shall be responsible for fuel deliveries unless otherwise specified by the County.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item Q)**. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

Unspecified Equipment – County will compensate the Contractor at a fixed percentage over their cost, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**.

TEMPORARY FENCING:

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item S)**.

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the County. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The County will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel.

The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one way haul. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item T)**.

CLEANING OF STORM DRAINS

Storm Drain Cleaning will be itemized by round culverts or box culvert. Work shall consist of all labor, equipment, fuel and other associated costs necessary to clean subsurface drainage structures of silt and debris to establish normal flow. Eligible silt and debris removed from drainage structures will be transported to a designated final disposal site (designated by EMC/EOC) in accordance with all federal, state, and local rules and regulations.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item U)**.

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. Emergency Disaster Assistance Recovery

6.4 LAWS AND REGULATIONS

The Emergency Disaster Assistance Recovery 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 62 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 62 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 (RFP 22-037/MR) Emergency Disaster Assistance Recovery for Jefferson County

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 – 15%

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

b. IMPLEMENTATION PLAN – 25%

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 – 25%

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

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

The Offeror must utilize this form 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 re-worked/revise version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	\$_____	\$_____	\$_____
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$_____	\$_____	\$_____
A.3	Wheel Loader 2 ½ to 3 yard bucket	\$_____	\$_____	\$_____
A.4	Wheel Loader 3 to 5 yard bucket	\$_____	\$_____	\$_____
A.5	Tandem Dump Truck 16 to 20 yards	\$_____	\$_____	\$_____
A.6	Mini Loader/Bobcat	\$_____	\$_____	\$_____
A.7	Dozer/Cat D6 or equivalent	\$_____	\$_____	\$_____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$_____	\$_____	\$_____
A.9	Chainsaw with operator	\$_____	\$_____	\$_____
A.10	Laborers	\$_____	\$_____	\$_____
A.11	Four men crew with transportation	\$_____	\$_____	\$_____
A.12	Three men crew with transportation	\$_____	\$_____	\$_____
A.13	Two men crew with transportation	\$_____	\$_____	\$_____
A.14	Supervisor with transportation	\$_____	\$_____	\$_____
A.15	Safety Manager with transportation	\$_____	\$_____	\$_____
A.16	Flagger for traffic control	\$_____	\$_____	\$_____

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Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR (Continued)

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	\$_____	\$_____	\$_____
A.18	Trash Transfer Trailer _____ yard with Tractor	\$_____	\$_____	\$_____
A.19	Trash Transfer Trailer _____ yard with Tractor	\$_____	\$_____	\$_____
A.20	Equipment Transports	\$_____	\$_____	\$_____
A.21	Other Equipment:	\$_____	\$_____	\$_____
A.22	Other Equipment:	\$_____	\$_____	\$_____
A.23	Other Equipment:	\$_____	\$_____	\$_____
A.24	Other Equipment:	\$_____	\$_____	\$_____
A.25	Other Labor:	\$_____	\$_____	\$_____
A.26	Other Labor:	\$_____	\$_____	\$_____
A.27	Other Labor:	\$_____	\$_____	\$_____
A.28	Other Labor:	\$_____	\$_____	\$_____
A.29	Other Labor:	\$_____	\$_____	\$_____
A.30	Other Labor:	\$_____	\$_____	\$_____

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	\$_____	\$_____	\$_____
A.32	Miscellaneous Unspecified Construction Equipment	\$_____	\$_____	\$_____

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as “essential” and “as needed”. The “essential” generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the “need for services”, the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an “as-needed” basis. In some instances, the “essential” generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 24 hours per day; and 2) 7 days per week, and 3) 30 days per month **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.5	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	\$ _____	\$ _____	\$ _____	\$ _____
C.6	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.7	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____
C.8	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	\$ _____	\$ _____	\$ _____	\$ _____

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.9	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	\$_____	\$_____	\$_____	\$_____
C.10	Jack Brooks Regional Airport– <i>Jerry Ware Terminal</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$_____	\$_____	\$_____	\$_____
C.11	Jack Brooks Regional Airport– <i>Runway Lighting</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	\$_____	\$_____	\$_____	\$_____
C.12	Jack Brooks Regional Airport– <i>Main Terminal (Airport Maintenance)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	\$_____	\$_____	\$_____	\$_____
C.13	Jack Brooks Regional Airport – <i>Main Terminal (All Other)</i> 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	\$_____	\$_____	\$_____	\$_____
C.14	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	\$_____	\$_____	\$_____	\$_____
C.15	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$_____	\$_____	\$_____	\$_____
C.16	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	\$_____	\$_____	\$_____	\$_____
C.17	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	\$_____	\$_____	\$_____	\$_____
C.18	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	\$_____	\$_____	\$_____	\$_____

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS (Continued)

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.19	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	\$_____	\$_____	\$_____	\$_____

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	\$_____	\$_____	\$_____	\$_____

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	\$_____	\$_____	\$_____	\$_____
E.2	Comfort Station-26 ft BT Unit	\$_____	\$_____	\$_____	\$_____
E.3	Shower Units – 4 stall	\$_____	\$_____	\$_____	\$_____
E.4	Shower Units 6 stall	\$_____	\$_____	\$_____	\$_____
E.5	Shower Units – 12 stall with 6 sinks	\$_____	\$_____	\$_____	\$_____
E.6	Portable Laundry Facilities	\$_____	\$_____	\$_____	\$_____
E.7	Hand Washing Station	\$_____	\$_____	\$_____	\$_____
E.8	Heavy Duty Tents/Canopies with sides (16' x 32')	\$_____	\$_____	\$_____	\$_____
E.9	Portable Evaporative Coolers for use with E.8	\$_____	\$_____	\$_____	\$_____

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Appendix A. Cost Proposal (Continued)

F. REEFER & REFRIGERATION CONTAINERS WITH ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	\$ _____	\$ _____	\$ _____	\$ _____
F.2	Equipment Rental for Morgue	\$ _____	\$ _____	\$ _____	\$ _____
Item	Description	Flat Rate Per Ten Pound Bag with No Mobilization Fee			
F.3	Ice Delivery	\$ _____			

G. POTABLE WATER TRUCK, EMERGENCY BOTTLED WATER AND SPORTS DRINKS

Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case. Include number of ounces per bottle, number of bottles per case and number of cases per pallet.		
G.1	Bottled Water	\$ _____		
G.2	Sports Drinks	\$ _____		
Item	Description	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
G.3	Equipment Rental	\$ _____	\$ _____	\$ _____

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	\$ _____	\$ _____	\$ _____	\$ _____
Item	Description	Flat Rate Per Unit			
H.2	Unit Price Per Tire	\$ _____			

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

Item	Description	Flat Rate Per Unit
H.3	Unit Price Per Battery	\$_____
Item	Description	Fixed Percentage Over Contractor's Cost
H.4	Materials/Parts (i.e., supplies, oil, repair materials)	_____%
Item	Description	Hourly Rate
H.5	Skilled Mechanic Hourly Rate	\$_____
H.6	Unskilled Mechanic Assistant	\$_____

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner. Contractor shall include cost of beverages, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

Item	Description	Price Per Meal/ per person
I.1	Breakfast	\$_____
I.2	Lunch	\$_____
I.3	Dinner	\$_____

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____%
J.2	Equipment Purchased by County	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$_____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$_____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	\$_____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	\$_____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	\$_____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	\$_____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$_____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$_____
K.9	ALTERNATE: Reduction by incineration and site management (based on incoming yardage)	Cubic yard	\$_____
K.10	ALTERNATE: Loading and Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/per mile	\$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

VEGETATIVE DEBRIS			
Item	Description	UOM	Unit Price
K.11	ALTERNATE: Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	\$ _____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	\$ _____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	\$ _____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	Description	UOM	Unit Price
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	\$ _____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	\$ _____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	\$ _____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$ _____

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	Description	UOM	Unit Price
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. Offerors shall provide their program method and pricing structure for E- waste.	Each	\$ _____

*** Offerors shall provide their program method and pricing structure for hazardous household waste, including TVs and other electronics.

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL (Continued)

ELIGIBLE WHITE GOODS			
Item	Description	UOM	Unit Price
K.37	Pick up of refrigerators and freezers requiring refrigerant recovery and decontamination to designated disposal site.	Each	\$_____
K38	Pick up of washers, dryers, stoves, ovens, AC units, and hot water heaters to designated disposal site.	Each	\$_____

ABANDONED VEHICLES			
Item	Description	UOM	Unit Price
K.39	Pick up of abandoned vehicles to designated site, one-way haul	Each	\$_____

ELIGIBLE ANIMAL CARCASSES			
Item	Description	UOM	Unit Price
K.40	Recovery and disposal of animal carcasses	Pound	\$_____

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5" (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

TREE AND STUMP REMOVAL			
Item	Description	Stump Unit Price	Tree Unit Price
L.1	24" diameter and greater, but less than 48" diameter	\$_____	\$_____
L.2	Equal to or greater than 48"	\$_____	\$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL (Continued)

DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	\$ _____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.4	24-36 inches	Per stump	\$ _____
L.5	36-48 inches	Per stump	\$ _____
L.6	Greater than 48 inches	Per stump	\$ _____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	\$ _____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ _____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	\$ _____
BACKFILL (PER SPECIFICATIONS)			
Item	Description	UOM	Unit Price
L.10	Backfill per specifications	Per cubic yard	\$ _____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL (Continued)

LEANING TREES/HANGING LIMBS			
Item	Description	UOM	Unit Price
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	\$_____
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	\$_____
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	\$_____
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	\$_____
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	\$_____

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

Contractor shall be compensated based on the schedule below. Disposal/Tipping fees shall be included in the unit rates proposed for services.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$_____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	\$_____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$_____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	\$_____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$_____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	\$_____

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A).

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	_____%
N.2	Materials (i.e. plywood, hardware materials)	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____%

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____%

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____%

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**. Contractor shall identify/specify miscellaneous equipment on the schedule **(Item A)**, as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	\$_____	\$_____	\$_____
T.2	Debris removal and restoration of canals	\$_____	\$_____	\$_____
Item	Description	Per vessel for a one way haul of 1-15 miles	Per vessel for a one way haul of 15-30 miles	Per cubic for a one way haul of 31-40 miles
T.3	Boat removal (vessels less than or equal to 20 linear feet)	\$_____	\$_____	\$_____
T.4	Boat removal (vessels 21 linear feet or greater)	\$_____	\$_____	\$_____

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.1	Clean 21" & 24" Storm Sewer	\$_____
U.2	Clean 27" & 30" Storm Sewer	\$_____
U.3	Clean 36" Storm Sewer	\$_____
U.4	Clean 42" Storm Sewer	\$_____
U.5	Clean 48" Storm Sewer	\$_____
U.6	Clean 54" Storm Sewer	\$_____
U.7	Clean 60" Storm Sewer	\$_____

(Continued on next page)

Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains (Continued)

ROUND CULVERTS		
Item	Description	Price Per Linear Foot
U.8	Clean 72" Storm Sewer	\$_____
U.9	Clean Catch Basins	\$_____
U.10	Clean Drainage Manholes	\$_____
BOX CULVERTS		
Item	Description	Price Per Linear Foot
U.11	Clean 0 - 4 (Square Foot)	\$_____
U.12	Clean 4.01 - 9 (Square Foot)	\$_____
U.13	Clean 9.01 - 15 (Square Foot)	\$_____
U.14	Clean 15.01 – 20 (Square Foot)	\$_____
U.15	Clean 20.01 – 30 (Square Foot)	\$_____
U.16	Clean 31.01 – 40 (Square Foot)	\$_____
U.17	Clean 40.01 – 50 (Square Foot)	\$_____
U.18	Clean 50.01 - 60 (Square Foot)	\$_____
U.19	Clean 60.01 - 70 (Square Foot)	\$_____

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

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

REQUIRED FORM
Proposer:
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 22-027/MR) Emergency Disaster Assistance Recovery for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Proposer:
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.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Signature of Contractor's Authorized Official</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Name and Title of Contractor's Authorized Official <i>(Please Print)</i></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>Date</p>

REQUIRED FORM

Proposer:

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

This information must be submitted with your proposal.

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

Yes No

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

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
---	-----------------------------	------

Printed Name of HUB	Signature of Representative	Date
---------------------	-----------------------------	------

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

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

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB 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**

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
Proposer:
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:

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

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



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Request for Proposal

October 18, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-039/MR), Inmate Health Care Services for Jefferson County Correctional Facility. **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 Mandatory Pre-Proposal Conference on Wednesday, November 2, 2022, at 10:00 am CT at the Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, Texas 77705.

PROPOSAL NAME: Inmate Health Care Services for Jefferson County Correctional Facility
PROPOSAL NUMBER: RFP 22-039/MR
DUE DATE/TIME: 11:00 AM CT, Wednesday, November 30, 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) to make appropriate arrangements.

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

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
October 19th & 26th, 2022
Examiner **October 27, 2022**

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PROPOSAL SUBMITTAL CHECKLIST

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 Inmate Healthcare Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company’s general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and 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 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 Inmate Healthcare Services.

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

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

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 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5; position: absolute; top: 50px; left: 50px; pointer-events: none;"> Must file online at www.ethics.state.tx.us/File </div>																																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. ADD THE ABOVE-REQUESTED INFORMATION 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. ADD IFB/RFQ/RFP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE																																					
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 2px;"> ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO. </td> </tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	ADD NAME OF BUSINESS OWNER(S) HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE BUSINESS (AS LISTED ON ITEM NO. 1 OF THIS FORM) THAT WILL PROFIT FROM THE BID/CONTRACT/PO.																													
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5 Check only if there is NO Interested Party. <input type="checkbox"/>		ONLY CHECK IF NO CONTROLLING OR INTERMIDIARY PARTY																																			
6 UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY. My name is _____, and my date of birth is _____ My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																					
ADD ADDITIONAL PAGES AS NECESSARY																																					

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

PROPOSER: INSERT SAM.GOV REGISTRATION 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 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.

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

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

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

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(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)(1)(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)(1)(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 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of

all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship

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

- ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

6. Subcontracts.

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

7. Contract termination: debarment.

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

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

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

9. Breach.

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

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime

wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

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

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may

be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

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

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

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

(g) *Subcontracts*

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

(h) *Reporting on Utilization of Subject Inventions*

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

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

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

(l) Communication

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

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

(RFP 22-039/MR) Inmate Health Care Services for Jefferson County Correctional Facility

“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

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM</p>

<p><u>Proposer:</u></p>

<p>Please complete this form and include with proposal submission.</p>

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

Proposer:

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, November 30, 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.

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 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.

3.2 PRE-PROPOSAL CONFERENCE

There will be a Mandatory Pre-Proposal Conference on Wednesday, November 2, 2022, at 10:00 AM CT, at Jefferson County Correctional Facility, 5030 Hwy 69 S, Beaumont, Texas 77705..

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, ASSISTANT PURCHASING AGENT** at: 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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 17, 2022.

3.4 TENTATIVE SCHEDULE OF EVENTS

October 18, 2022	Issuance of Request for Proposal
November 2, 2022	Pre-Proposal Conference
November 30, 2022	Deadline Submission (late proposals will not be considered)
December 2, 2022	Proposals distributed to Evaluation Committee
December 9, 2022	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
December 14, 2022	If Applicable: Conduct Interview/Best and Final Offer/Short List
January 3, 2023	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 49)**
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)**

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

**Failure by Proposer to include all listed items within these RFP specifications
may result in the rejection of proposal by the County.**

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROJECT OBJECTIVE AND SCOPE OF SERVICES

Scope of Services

The information provided in this RFP package has been taken from data available and is believed to be reasonably accurate. Offerors are requested to personally verify data wherever possible and to ask for any other information needed for the preparation of their response to the RFP.

Compliance with State and Federal Laws and Regulations: The Contractor shall keep fully informed on all federal and state laws, all local laws and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed in providing the services required under its contract with Jefferson County. The Contractor shall at all times observe and comply with all such laws, including, but not limited to, the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Fair Labor Standards Act of 1938, applicable provisions of OSHA regulations, PREA, and all other pertinent state and federal laws, and all county and local laws, ordinances, regulations, orders and decrees in force at the time of award.

The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

Objective: The Commissioners' Court of Jefferson County, Texas, and the Office of the Sheriff of Jefferson County, have as their goal the establishment of a program that provides good quality medical, mental health, dental and other health care services for the inmates of JCCF in Beaumont, Texas. Further, their goal is to provide such care in a cost-efficient manner, with knowledgeable administrative and clinical professionals, supported by competent staff, working under a health care system that provides all the elements required for recognition as a correctional health care program that meets community, state and national standards. To that end, the Commissioners' Court and the office of the Sheriff of the County have undertaken the solicitation of proposals to contract for such health care services for the inmates of JCCF, Beaumont, Texas.

Description of Jail: Jefferson County Correctional Facility (JCCF) was opened in January 1992. The facility is a combination of minimum, medium and maximum security housing. Management style is direct supervision. There are a total of 1,268 beds. The infirmary houses 24 inmates in two wards and there are 8 isolation cells. The maximum security units also have 12 isolation cells. The average daily population from April 2021 to March 2022 was 909. This facility has 25-30 inmates that participate in a work release program. These inmates leave the facility to work in the community.

The medical unit at JCCF is relatively spacious and provides a pleasant working environment. It has approximately 7,000 square feet of space that includes a waiting room, 3 exam rooms, a dental operatory, supply room, 3 offices, medication room, nursing station, medical records room, two 12-bed wards (each with a washroom, laundry, storage, toilets, lockers and hall space), and 8 medical isolation cells. The exam rooms contain basic equipment.

Current Contractor: All health care services at JCCF, on-site and off-site, are currently furnished under a contract with CorrHealth, LLC, a private health care contract provider. The current contract was entered into on April 10, 2018. The initial term was to end April 8, 2020. The agreement was renewed for 2 years, with an additional month to month contract amendment March 15, 2022.

Supplies and Office Equipment:

1. Supplies and medications on hand at the contract starting date will be available for use by the contract provider.
2. The County has the following equipment on-site.
 - EKG (1)
 - Pulse Oximeter (8)
 - WA Vital Signs Monitor (3)
 - Thermascan Thermometers (2)
 - Oral Thermometers (2)
 - Dental Autoclave (1)
 - Dental X-Ray Processor (1)
 - Dental X-Ray Machine (1)
 - Dental Chair (1)
 - AED/Defib (2)
 - Medication Cart (2)
 - Stretcher (1)
 - Hospital Beds (2)
 - Exam Tables (3)
 - Wheelchairs (4)
 - Walkers (4)
 - Crutches (3)
 - Nebulizer (2)
 - Emergency Bags (2)
 - Disaster Box (1)
 - O2 Concentrator (2)
 - Medication Refrigerator (1)
 - Centrifuge (1)
 - Lab Refrigerator (1)
 - Lab Cart (1)
 - IV Pole (1)
 - Pill Crusher (2)
 - Scales (4)
 - Medication Shelves (5)
 - Otoscope (2)
 - Ophthalmoscope (1)
 - Vaccine Freezer (1)
 - Small Med/Diabetic Carts (2)
 - Evacuation Medication Bins (3)
 - Ultrasonic Dental Cleaner (1)
3. In addition to supplies and equipment on-site on the date of the contract, the County will provide all cleaning and maintenance materials, bedding and clothing for infirmary patients, all food service including meals for correctional officers on assignment at a hospital or medical consultant's office, clinic/health-services-area furniture (that which is ordinarily found in clinic offices such as desks, chairs, tables, lamps, regular file cabinets, telephones, window coverings), and infirmary beds, infirmary intercom system, table stands, chairs, etc.
4. Contractor will supply at its expense, all other supplies required to carry out its performance. Said supplies will include, but not be limited to, forms (there are five forms required by JCCF that will be provided by the County), books, medical record folders and forms, all pharmaceuticals (prescription and non-legend), including HIV medications, PPD., prosthetics (e.g., dentures, eyeglasses, artificial limbs), hand instruments, needles and sharps, special medical items (e.g., wheelchairs, if cost is under \$500, trusses, crutches), testing devices, containers and clinical waste receptacles, inmate information materials, gloves and coverings, disinfectants, manuals, aprons and health service personnel outer-wear (e.g., disposable clothing, if used) in accordance with NCCHC Guidelines.
5. The Contractor will supply at its expense on-site office equipment it needs such as copiers, fax machines, calculators, additional telephones, answering machines, ordinary computer equipment. This equipment is the property of the Contractor and must be maintained and repaired at the Contractor's expense.
6. The Contractor shall provide adequate equipment and supplies to meet the needs of the program. Contractor will be responsible for all repairs and maintenance of all medical equipment used towards the fulfillment of this Agreement. Contractor shall be responsible for purchasing and stocking all medical and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall become the property of JCCF at the termination of the Contract.
7. Equipment and Supplies Remain Property of the County: All equipment purchased by the County under the contract shall be the property of the County and shall remain on site at the termination of the contract. All supplies, including pharmaceuticals, purchased for use in the performance of the contract, shall be the property of the County and shall remain on site at the termination of the contract.

8. **Placing Purchased Item in Correct Category:** In the event it isn't clear whether an item fits under the category of "equipment" or "supply", and there is a difference of opinion as to its appropriate category, the amount of its net purchase price shall be the determinate factor, to wit: if in excess of \$500, the item shall be deemed "equipment"; if \$500 or less, the item shall be deemed "supply".

Records and Documentation Remain the Property of the County: All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the health care program under the contract, shall be the property of the County and, at the termination of the contract, remain the property of the County.

1. Contractor must provide Electronic Medical Records (EMR) that meets all NCCHC, ACA, Texas Jail Standards and any standard that may apply. The system must be fully integrated and bridge with the counties current jail management system. The EMR shall include medication administration, utilization management, discharge planning, tracking of inmate grievances, tracking of off-site appointments, ability to track inmate fees, ability to track dental, mental health, chronic care, and other services. The EMR must be able to generate daily, weekly, and monthly reports as needed. The Contractor must agree to give the County all medical records in a digitized stand-alone form upon termination of the contract. The contractor shall be responsible for implementing the EMR upon acceptance of this contract.
2. The Contractor shall ensure that accurate, comprehensible, legible, up-to-date medical information is maintained on each inmate under Contractor's care. Ensure that confidential, complete and well-organized medical records are maintained for infirmary in-patient and clinic ambulatory care, and that these records include, among other detail, information with respect to mental health, dental care, hospital in-patient and emergency care, laboratory and radiological services, medication administration records and medical specialty encounters. The Contractor shall be the keeper of inmate medical records (active and inactive) throughout the term of the contract and shall adhere to State laws and regulations governing the management of medical records. At the end of the contract, all medical records will become the property of JCCF. All medical records will be available for review by administrative staff of JCCF at any time. Inmate medical records shall be maintained separately from the correctional file, and the confidentiality and security of medical records shall be maintained at all times, under applicable State and Federal statutes and regulations, and under local court rules. The Contractor shall comply with the State's statute regarding retention of health records.
3. The Contractor shall complete a Texas Uniform Health Status Update form for all inmates transferred to other correctional facilities from JCCF.

Services and Administration: The Contractor is to establish a program for the provision of comprehensive health care services for JCCF. The program is to meet constitutional and community standards and, as a minimum, meet the standards of the National Commission on Correctional Health Care and standards of the Texas Jail Commission. Included and generally described below are features of the program. Said inclusion is not to indicate any limitations of the program, but is intended only as a general description of some of the program's contents.

1. The development, maintenance and annual review of administrative and operational policies and procedures, and such other manuals and documents that help guide staff in providing quality care in an effective and efficient manner. The County reserves the right to approve policies and procedures of the Contractor. The policies and procedures shall be designed to meet NCCHC and Texas Jail Standards. The Jefferson County Correctional Facility is currently NCCHC accredited.
2. The Contractor shall coordinate, with a Jail Administrator, meetings to discuss health care services. Minutes or summaries shall be maintained and distributed to attendees with copies retained for future reference. The provision for monthly health service staff meetings to include medical, dental,

- and mental health, to ensure good communication within health services, and the documentation of such meetings.
3. The Contractor shall prepare and participate in external reviews, inspections and audits as requested and shall participate in the preparation of responses to critiques. The Contractor shall develop and implement plans to address/correct identified deficiencies.
 4. Statistical reports and incident reports shall be submitted to the Jail Administrator monthly. The Health Administrator and Jail Administrator will review incident reports at least quarterly. Incidents involving serious consequences, such as an inmate death, are to be reported to the Jail Administrator immediately.
 5. The establishment of a continuous quality improvement committee. The Contractor shall develop and implement a plan to monitor services through quality assurance reviews and inspections.
 6. The Contractor shall include regular chart review by physicians of outpatient and inpatient medical records. Chart reviews, deliberations and actions taken as a result of reviews should be documented.
 7. The Contractor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CAT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate (medically indicated) and that the length of stay, if applicable is neither longer nor shorter than medically indicated.
 8. The Contractor shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Contractor shall be responsible for establishing and providing evidence of a formal mortality review process.
 9. The Contractor shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required. The Contractor shall utilize a local pharmacy agreement for providing STAT medication orders.
 10. The establishment of an infection control activity that monitors the incidence of infectious and communicable disease, seeks to prevent their incidence and spread, and provides for the care and treatment of inmates so infected. Reporting of infections must be in accordance with local and state laws. The program must be in compliance with CDC and OSHA regulations.
 11. Within the parameters of its contractual authority evidence of the maintenance of a safe and sanitary jail environment, the Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers in accordance with state and federal regulations.
 12. The Contractor is responsible for the costs of removal and disposal, including all necessary supplies. The Contractor shall comply with the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. The Contractor shall maintain monthly statistics of grievances filed i.e. those with and without merit. All grievance procedures shall be in accordance with County regulations. The County reserves the right to review any inmate complaints and review the Contractor's actions. The Contractor must implement the County's recommendations in disputed cases.
 13. The Contractor shall hire all employees necessary for the performance of this Agreement. The Contractor agrees to initially consider for employment individuals who are currently assigned to work for Health Services at JCCF, as of the date of this proposal. Initial and continued employment of staff and subcontractors shall be subject to approval of the County. All persons employed by the Contractor will be employees of the Contractor and not Jefferson County.
 - a. Assurance that all health care services personnel meet current licensure, certification or registration as required in the community. Copies of all current nursing and physician licenses shall be kept on file in the administrator's office. Licensure of all subcontractors

and contract employees shall be kept on file in the administrator's office. The files shall be made available to the Jail Administrator when requested.

- b. The Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment or violate any federal, state, or local laws.
- c. The County reserves the right to prohibit any of the Contractor's employees and/or independent contractors from performing service with regard to this Agreement.
- d. All personnel shall be required to pass a background investigation conducted by the Sheriff's Office for initial and/or continued employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.
- e. All personnel shall comply with current and future state, federal, and local laws and regulations, court orders, administrative directives, institutional directives, NCCHC standards, and policies and procedures of the County and JCCF.
- f. The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.
- g. The Contractor shall notify and consult with the Jail Administrator prior to discharging, removing, or failing to renew contracts of professional staff.
- h. The Contractor shall provide job descriptions for all areas of health staff employment and that staff are adequately oriented to their tasks
- i. The Contractor shall ensure that there are sufficient numbers and appropriate levels of staff to perform all the requirements for conducting an effective, efficient and quality health services program. The Contractor is to indicate in its proposal, the range and scope of the responsibilities and activities of these two positions. The Contractor is also to indicate in its proposal, the levels, numbers and time to be spent on site for all staff positions. The medical director or designee shall be on call 24 hours per day.
- j. The Contractor ensures that infirmary care is supervised by a full-time RN, has adequate staff coverage, maintains separate charting and is provided in a setting that meets standards. Nursing rounds and documentation of nursing rounds in inmate's medical record will be done on every shift for all inmates housed in the infirmary for medical reasons.
- k. Contractor shall make every attempt to keep employee absenteeism or vacancy at an absolute minimum. All clinical positions shall be filled on all shifts including holidays. The Contractor shall specify how they intend to cover periods of absences caused by vacations, holidays and sick leave, and shall state what relief factor, if any, were computed into their staffing ratio. The Contractor should state whether positions in their proposal are to be covered by full or part time personnel. All full-time contractual staff shall be on-site for at least 40 hours per week. In the event the Contractor fails to fill any vacant position through employment, appointment, or contracting with a qualified person on a permanent or temporary basis (including the utilization of existing staff on an overtime basis at the expense of the Contractor at a period not to exceed thirty days) the Contractor shall issue a credit consisting of 150% of the hourly salary and fringe benefits for each position vacant for an accumulated period of 30 days or more until such time as the position is filled on a permanent basis to the County. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.
- l. Contractor agrees that during the term of this contract, vacancy rates shall not exceed 10% for all disciplines or positions. If the vacancy rate for all positions exceeds 10% at any time, the contractor shall credit the County for the percentage above 10% of the total on site staffing cost for the period of time the vacancy rate remains above 10%. This credit is independent of and in addition to any credit due for an individual position that has been vacant for more than 30 days. (Example: If contract specifies a total of 24 FTE, at the point

- there are 3 or more vacant positions, the contractor will have a vacancy rate of 12% and therefore would owe the county a credit of 2% of the total staffing cost beginning on the date of the third vacancy and lasting until one or more positions are filled.) The credited amount shall be approved by the Jail Administrator. The credited amount will be payable to Jefferson County from the Contractor as a credit to Jefferson County's next monthly billing by the Contractor.
- m. Contractor will maintain a record of employee absenteeism and position vacancy. The record will include position and number of hours missed or days position vacant. Record may be reviewed by County Staff and/or Jail Administrator at any time.
 - n. The provision and record of ongoing and continuing education for health service personnel and the provision of assistance to Administration in the training (such as CPR, First Aid, and Suicide Prevention) of non-health service staff.
14. In the event of an increase or decrease in inmate population, a per diem will be applied. No per diem will be applied until the population increases to 1000 for three (3) consecutive months. For the purposes of calculation of the population, the average daily population will be averaged over a monthly period to determine the population to be used for billing purposes. Similarly, should the population fall below 800 for three (3) consecutive months; the per diem per inmate will be credited to the County and reduced from the total monthly billing. Should the population exceed 1000 inmates or fall below 800 inmates for three (3) consecutive months or more, Contractor reserves the right to negotiate with Jefferson County for changes in staff as agreed to by both parties and the subsequent compensation or reduction for the staffing changes.
 15. Contractor will ensure adequate and appropriate medications are on hand or available in timely manner to insure the health of inmates is not compromised, and that all pharmaceutical and medical supplies on site are maintained, dispensed, and distributed under good pharmaceutical practices.
 - a. Contractor will provide all reasonable and medically necessary medications, prescription and non-prescription including IV solutions, mental health medications, and HIV medications.
 - b. The Contractor shall make provisions for on-site delivery of medications to inmates seven days per week and on-site STAT dose capability for emergencies. Medications are to be administered to inmates in their prospective housing areas. Inmates' medications will be administered on a consistent schedule whenever possible. Contractor shall provide, furnish, and supply pharmaceuticals and drugs to JCCF using a blister pack form of packaging.
 - c. Contractor shall include a Medication Administration Record to include all information contained on the prescription label.
 - d. JCCF sells some non-prescription items through the Commissary.
 16. That inmates are screened by an EMT-P, EMT-I, or nurse for medical, dental and mental health problems immediately upon arrival to JCCF and prior to housing. The total book-ins processed from April 2021 through March 2022 was 9,197. Through the EMT-P, EMT-I, or nurse stationed at the booking area, Contractor shall refuse to admit to JCCF any inmate who displays signs of needing imminent health care and/or mental health care due to untreated injury, illness, communicable disease, and mental health issue until that inmate has been treated and stabilized at a hospital emergency room. In the event the Contractor fails to exercise this option, the Contractor will assume treatment of said inmate within the limits of this Agreement. After an inmate has received treatment and been stabilized at a hospital emergency room for the injury, illness, communicable disease, or mental health issue for which he/she was previously rejected for admission to the jail, and law enforcement personnel present evidence of such treatment to Contract personnel, that inmate shall be admitted to the jail and Contractor shall assume treatment of said inmate within the limits of this Agreement.
 - a. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. An explanation of procedures for accessing medical care shall be provided to inmates orally and in writing upon their arrival to JCCF.

17. The Contractor shall ensure that there is a mechanism for the medical, dental, and mental health assessments within 14 days of admission into the system, and yearly thereafter, in accordance with NCCHC standards. The 14 day full health assessment must include the following:
 - a. Review of the receiving screening,
 - b. Complete history and physical examination,
 - c. Recording of vital signs, height, and weight,
 - d. Mental health evaluation,
 - e. Vision and hearing screening,
 - f. Laboratory test including VDRL, and other diagnostic tests as clinically indicated,
 - g. Review of the results of the health appraisal by a physician, and
 - h. Initiation of therapy, when appropriate.
18. The Contractor must provide the following dental services on-site:
 - a. Prevention of dental disease and oral hygiene education,
 - b. Dental treatment of acute dental problems such as severe pain, infections, bleeding, or repair of broken dental prosthesis, if necessary for eating,
 - c. Referral to a dental specialist if needed, and
 - d. Provision for emergency care.
19. The Contractor ensures that inmate health care services are accessible and available through sick call system and through follow-ups that, when appropriate, include referral to medical, dental, and mental health specialties in accordance with NCCHC guidelines.
20. The Contractor shall conduct nurse sick call seven days a week including holidays. The physician, NP, or PA coverage shall consist of sick call a minimum of 5 days per week. A physician will be on call 24 hours a day, seven days a week. In conducting these clinics, health care staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided. Sick call requests are to be screened within 24 hours of their submission. All inmates are to be seen at sick call within 48 hours of their submission of a request for health services. Sick call shall be conducted on the day and/or evening shifts.
 - a. Daily sick call shall be conducted in the Administrative Separation units as well. There shall be an assigned nurse in Administrative Separation units a minimum of 16 hours a day, seven days a week. Assessments will be done during Administrative Separation rounds, a minimum of three times a week to determine inmate's health status. A record of these Administrative Separation rounds as well as any clinical encounter will be noted in each inmate's medical record.
21. Contractor shall provide inmates with an opportunity for self-education regarding their personal health and well-being, and have the legal opportunity to be informed regarding treatment and the right to refuse care. Contractor shall operate on-site specialty clinics at JCCF which shall include but not be limited to, STD, HIV, TB and any other public health communicable disease (i.e. Covid, Influenza).
22. Contractor shall develop and implement a program for the care of chronic care inmates. The chronic care clinic provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months.
23. The Contractor ensures that diagnostic, radiological, medical specialty, and emergency and in-patient hospital services and care are provided.
 - a. The Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems that may extend beyond the primary care services provided on-site. In the event there is a doubt among the medical staff as to whether an inmate needs to be referred off-site, the County has the authority to override the medical department's decision at any time. All referrals shall be coordinated with JCCF for security arrangements.

- b. The Contractor shall be responsible for providing all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc.
- 24. The Contractor shall develop provisions for prenatal care. Prenatal care shall include but not be limited to: Routine urine testing for proteins and ketones, vital signs, assessment of fundal height and heart tone, dietary supplement, and observation of signs of toxemia. Prenatal care is currently provided by a local OGBYN for routine care. The following are the numbers of pregnant females in the past years.
 - a. 122 Inmates: April 2018 – March 2019
 - b. 139 Inmates: April 2019 – March 2020
 - c. 68 inmates: April 2020 – March 2021
 - d. 51 inmates: April 2021 – March 2022
- 25. The Contractor shall utilize on-site facility ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory and x-ray services. All laboratory results will be communicated to the physician within 48 hours after receipt of test results to enable the physician to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all results of STAT ordered tests and abnormal reports. All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. Contractor shall ensure that results are reported to the medical department within 24 hours.
- 26. Contractor will provide toxicology screening and basic health lab screenings (CMP, CBC, Thyroid and Lipid) on site.
- 27. On site Dialysis is preferred.
- 28. The Contractor shall provide emergency medical services on-site 24 hours per day, seven days per week. Arrangements must be made for required emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for all emergency transportation including ambulance services.
 - a. The Contractor will notify the shift supervisor immediately when an inmate needs off site emergency care.
 - b. Contractor will be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital,
- 29. Contractor shall comply with the current JCCF disaster plan in the event of a man-made or natural disaster.
- 30. JCCF has implemented a co-pay program for health services.
- 31. The Contractor will be responsible for the detoxification of inmates withdrawing from drugs or alcohol. Inmates experiencing severe detoxification (overdose) or withdrawal shall be transferred to an emergency room. The following are the numbers of detoxification inmates in past years.
 - a. 669 Inmates: April 2018 – March 2019
 - b. 1,027 Inmates: April 2019 – March 2020
 - c. 877 inmates: April 2020 – March 2021
 - d. 467 inmates: April 2021 – March 2022
- 32. Contractor will perform pre-employment physicals for JCCF employees. The Contractor's physician will be responsible for obtaining a history and performing a physical for prospective employees of JCCF. The following are the number of physicals in past years.
 - a. 48 physicals: April 2018 – March 2019
 - b. 80 physicals: April 2019 – March 2020
 - c. 45 physicals: April 2020 – March 2021
 - d. 66 physicals: April 2021 – March 2022

33. TB testing will be provided for inmates and Annual TB testing will be provided for staff according the Texas Department of Health. Approximately 250 staff tests are done annually. Contractor will submit TB Plan to the Texas Department of Health annually.
34. Contractor will provide for mental health services which shall include as a minimum:
- Screening for mental health problems on intake as provided in NCCHC, ACA, and TCJS standards.
 - Referral to the Contractor's psychiatrist for the detection, diagnosis, and treatment of mental illness.
 - Crisis intervention and management of acute psychiatric episodes.
 - Stabilization of the mentally ill and the prevention of psychiatric deterioration in the correctional setting.
 - Facilitate an on-site approved Jail Competency Restoration Program.
 - Assist in the referral and admission to licensed mental health facilities for inmates whose psychiatric needs exceed the treatment of the facility.
 - Obtaining and documenting informed consent.
 - Provide appropriate licensed mental health professionals to diagnose any inmates detected at booking of having a suspected mental illness and provide the necessary documentation to the court system of that diagnosis with 24 hours of an inmate's booking. This may be obtained from prior records if within one year of booking. This section is intended for compliance with Texas CCP 16.22.
 - The Contractor shall ensure inmates referred outside of intake for mental health treatment receive a comprehensive evaluation by a licensed mental health professional. The evaluation shall be completed with three (3) days of the referral request date.
 - The Contractor shall ensure that a minimum of three (3) qualified physicians meeting the requirements of Texas Health and Safety Code Chapter 574 are retained each month to provide the following services upon request of County regarding civil commitments: (1) review the files of, conduct interviews with and evaluate the condition of inmates who have been identified as proposed civil commitment patients; (2) complete Certificates of Medical Examinations and other necessary documents in a timely manner pursuant to the requirements of the Texas Health and Safety Code Chapter 574 and County; (3) be available to provide testimony in court in support of the Certificates of the Medical Examinations and other necessary documents.

Staffing Requirements The following are the minimum on site staffing required by the County.

Day Shift

Position	Full Time Equivalent	Hours Per Week
Medical Director	.30	12
Administrator (RN)	1.00	40
Director of Nursing (RN)	1.00	40
Nurse Practitioner/Physician Asst.	1.00	40
Dentist	.50	20
Dental Assistant	.50	20
Psychiatrist	.50	20
Mental Health Coordinator (LPC/LCSW)	1.00	40
Mental Health Case Manager (LCSW) Discharge /Admin.	1.00	40

Position	Full Time Equivalent	Hours Per Week
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Registered Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Licensed Vocational Nurse	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Administrative Assistant	1.00	40
Medical Records Clerk	1.00	40
Clerk/Aid	1.00	40

Evening Shift

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	.60	24

Night Shift

Position	Full Time Equivalent	Hours Per Week
Registered Nurse	1.40	40
Licensed Vocational Nurse	1.40	40
Licensed Vocational Nurse	1.4	56
Mental Health Provider (LPC/LCSW) Intake	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	1.40	56
Emergency Medical Technician Paramedic or Emergency Medical Technician 1	.60	24

Standards and Accreditation: Unless stated otherwise, health care services provided by the Contractor shall comply with applicable standards of the National Commission on Correctional Health Care (presently, Standards for Health Services in Jails, 2018). Accreditation is to remain in full effect during the term of this Agreement and any extensions thereof. The Contractor shall be responsible for the payment of all accreditation fees.

Alternates (Options): The Offeror is to specify in its proposal, any alternates it wishes to propose for consideration by the County. Each of these alternates should be sufficiently described and labeled within the proposal, and should indicate its possible or actual advantage to the program being offered. Any proposed decrease or increase in proposal price also should be stated. The name or title of the alternate and its effect on the base price should be restated in the "Price" section of the proposal.

Project Requirements

1. 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.
2. The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.
3. Offeror Experience
 - a. The successful Offeror must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.
 - b. 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.
 - c. The Offeror must describe in detail the current and historical experience the Offeror and its subcontractors have that would be relevant to completing the project. The Offeror must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts, position and a telephone number.
 - d. The description of experience must be detailed and cover all relevant contracts that the Offeror and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Offeror to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience. The Offeror must indicate whether the organizations so listed are included for the purpose of verifying the Offeror's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Offeror under the contract, and whether the Offeror was the contractor or subcontractor.
4. List all contracts lost or not renewed in the last five (5) years. Include a contact person and telephone number. Please provide a narrative describing reasons that contract(s) have not been renewed. Offeror must identify any contract(s) from which they have asked to be relieved or any contracts that have been canceled prematurely.
5. Provide a listing of fines uncured under contracts in other jurisdictions for non-performance of duties in whole or in part for the last five (5) years.
6. Provide a list of all litigation the service provider has been or is currently involved in during the last five years. Include a narrative describing all cases including cases that were settled and the amounts of settlement.
7. The Offeror must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Offeror also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.
8. Minimum Qualifications – To be considered for award of this contract, the Respondent **must** meet the following minimum qualifications.

- a. The Offeror must be organized for the sole purpose of providing healthcare services, and have previous experience with proven effectiveness in administering correctional health care programs.
- b. The Offeror must have at least five (5) continuous years of corporate experience in providing healthcare services at medical facilities. Emphasis will be place on those referenced medical/correctional facilities in the State of Texas.
- c. The Offeror must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
- d. The Offeror must demonstrate its ability to provide a health care system specifically for the Facility. It must demonstrate that it has the ability for a thirty (30) day start-up, which it has a proven system of recruiting staff and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operation in the County.

Offeror Personnel and Organization

1. The Offeror must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:
 - a. Full name (including full middle name);
 - b. An employment history;
 - c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
 - d. A specific indication of what role the individual will have in this project; and
 - e. Any additional helpful information to indicate the individual's ability to aid the Offeror in successfully performing the work involved in this RFP (limit to one page).
2. 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. (Exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County) Key positions to be included are:
 - a. Chief Executive and Chief Operating Officer
 - b. Executive Vice President
 - c. Area Vice President and/or Regional Manager/Supervisor with direct responsibility for contractual oversight and supervision of site Health Services Administrator
 - d. Corporate Medical Director and/or Regional Medical Director with direct clinical oversight of the site Medical Director/site providers
 - e. Site Medical Director (exact on-site staff may not be known at time of proposal submittal and actual candidates will require pre-approval by the County)
 - f. Utilization Manager/Case Manager/UM contractor assigned to the site
 - g. Site Health Service Administrator (H.S.A.)
3. Jefferson County is committed to using the selected Performance Review Personnel according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis. Each Offeror is required to make a statement as to the availability of key personnel to Jefferson County when required.
4. 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.

5. Each of the successful Offeror's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.
6. If applicable, each Offeror must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.
7. Each Offeror must provide any equipment, software, or data communication lines required by the successful Offeror's personnel to complete the work specified in this document. Each Offeror also must identify any personnel related through blood or marriage to the County or to any current employee of the County.
8. Each Offeror must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Offeror must assign a contact person to the project.

Term

1. The contract resulting from this RFP will have an initial term period of two (2) years. Jefferson County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments for three (3) additional years past the initial term. At the expiration of the initial term the parties may, at their independent discretion, agree to extend the contract for additional one (1) year terms.
2. This contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate.
3. Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial two (2) year term shall remain firm/fixed. Written requests for price revisions after the second year shall be submitted in advance to the Jefferson County Sheriff's Office and Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components 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.
4. An explanation of any and all costs the Offeror intends to pass-through to the County as part of their operational budget is required in the Offeror response. As this will be a cost plus management fee contract, all costs incurred by the County are to be transparent. Be aware that failure to include all costs in your proposal could be reason for contract termination.

Historical Data – Data is based on the time period of April 2021 to March 2022. The statistical data, other than inmate population numbers, has been calculated using data provided by the current contracted vendor. Jefferson County is not responsible for any discrepancies in the data that was provided to the County

Total number of males booked in	6,916
Total number of females booked in	2,281
Total number of inmates in jail over 14 days	2,499
Total physician sick calls	594
Total physician assistant sick calls	1,586
Total nurse practitioner sick calls	1,639
Total dental sick calls	1,055
Total LPC visits	13,550
Total nurse sick calls	6,717
Total intake screenings	10,085
Total TB screenings	3,480
Total laboratory specimens collected	2,395
Total X-Ray examinations	823
Total 14 day physicals	979
Total dialysis off site	175
Total accidental injuries	1
Total fights	264
Total emergency room visits	134
Total hospital admissions	23
Total ambulance transports	61
Total OB/GYN visits	48
Total oral surgeries	2
Total podiatry visits	6
Total ophthalmology visits	6
Total cardiologists visits	1
Total Orthopedic visits	98
Total infectious disease	52
Total inmates with HIV	30 (Four year average is 70 inmates per year)
Total general surgery/trauma clinic	62
Total oncology	2

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. Medical Care
2. Mental Health Care
3. Dental Care
4. Other Health Care Services

6.4 LAWS AND REGULATIONS

The Inmate Healthcare 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 49 of these specifications** in its submission of a cost proposal in response to this RFP. The Proposer must also include a pricing breakdown of personnel, pharmaceutical services, off-site services, laboratory services, ancillary services, supplies, etc. 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 49 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 – 15%

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

b. IMPLEMENTATION PLAN – 25%

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. OFFEROR QUALIFICATIONS – 25%

This refers to the overall qualifications of Offeror and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Offeror'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 Offeror'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

Price and Verification of Proposal

The (name of Offeror) _____ agrees to furnish medical and other health services to Jefferson County, Texas, for the Jefferson County Correctional Facility in accordance with its Request for Proposal (RFP) dated October 18, 2022, and addenda (if any) issued prior to the date of this proposal and identified as Addenda Number(s) _____, and all accompanying forms and attachments, for the sums stated hereafter.

7.1 Base Proposal: For the Two Year Period Beginning February 1, 2023 and Ending January 31, 2025. (In words and numbers below):

Year 1 Base Proposal _____ (\$ _____)

Year 2 Base Proposal _____ (\$ _____)

7.1.1 The above price is based on an average daily population (ADP) of eight hundred fifty (850) inmates during a billing period. If the ADP increases or decreases by one hundred-fifty (150) inmates, the price will remain the same. This will be referred to as the basic adjusted price. If the ADP increases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be increased for that billing period at the rate of \$ _____ per inmate in excess of the basic adjusted price. If the ADP decreases by greater than one hundred-fifty (150) for three (3) consecutive months, the price will be decreased for that billing period at the rate of \$ _____ per inmate in excess of the basic adjusted price.

7.1.2 The above price includes the aggregate cap of \$500,000 divided by 12 months (\$41,667.00 per month). In the event that the cap is not met, the unspent money will be credited back to the County.

- 7.1.3 By submission of this proposal, the offeror certifies that:
- a. Prices have been arrived at independently, without consultation or communication for the purpose of restricting competition.
 - b. No attempt has been made, or will be made, to induce any other person or firm to submit a proposal for the purpose of restricting competition.
 - c. The person signing this proposal certifies that they are authorized to represent the company and is legally responsible for the decisions with respect to price, supporting documentation or other statements made in response to this Jefferson County RFP.

7.2 Alternates:

The following alternates are offered as part of this proposal:

7.2.1 NONE: _____

7.2.2 Alternates That Will Not Affect the Price:

**Price and Verification of Proposal
(Continued)**

7.2.3 Alternates That Will Affect the Price:

[Offeror should number and list above any alternates it wishes to offer **and** has identified in detail in the body of its proposal. Further, the offeror should briefly identify the alternate and indicate whether the lump sum price (A) is to be increased (and if so, the amount of increase) for the initial two-year term, or decreased (and amount) for that period, or if it will not be affected by the alternate).

7.3 To extend the term of the contract for three (3) additional one (1) year periods, beginning January 31, 2025.

In the event it is awarded the contract pursuant to its proposal dated _____, in response to the Jefferson County RFP to provide medical and other health services at the Jefferson County Correctional Facility, Beaumont, Texas, and the term is extended as stated above for additional three one-year periods, **the base proposal price as stated in "A" above shall be (increased) (decreased) the following percentage (in words and numbers below):**

Offeror: (Company Name) _____

Authorized Signature (Typed) _____

(Signed) _____

Company Address: _____

Phone Number _____ Fax Number _____

Corporation (); State of Incorporation _____

Partnership (); Other _____

Federal Employer Identification Number: _____

Contact Person: _____ Phone Number: _____

7.4 Line Itemization of Base Proposal (A)

**Price and Verification of Proposal
(Continued)**

Bottom line total should agree with base price as stated under A. Base Proposal

The Offeror (Name of Company): _____ herein submits its breakdown of its proposal price, as required by the Jefferson County RFP for medical and other health care services to be provided at the Jefferson County Correctional Facility, Beaumont, Texas, for the two-year period ~~beginning April 10, 2018 and ending April 9, 2020~~. In the event that there is a discrepancy between the bottom line total(s) as stated in this Line Itemization and the amount stated under "A. Base Proposal", the latter shall govern.

Name of Offeror: _____

Typed Signature: _____

Signed: _____

(Offeror may use whatever format it wishes. Information can be presented here or in a separate attachment. If choosing the latter, please note that fact, on this form).

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 22-039/MR) Inmate Healthcare Services for Jefferson County Correctional Facility

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

VENDOR REFERENCES FORM

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

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: _____

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

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
Proposer: 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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.

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

REQUIRED FORM
Proposer: 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 sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants 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
Proposer: Please complete this form and include with Proposal Submission.

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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

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

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 . . .

- 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?
2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: 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 bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: [] TX. Bldg & Procurement Comm. [] Jefferson County [] TX Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: [] TX. Bldg & Procurement Comm. [] Jefferson County [] TX Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

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

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
Proposer: 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
Proposer: Please complete this form
and include with Proposal Submission.

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made this 18th day of October 2022, by and between Jefferson County, Texas, located at 1149 Pearl Street, 1st Floor, Beaumont, TX 77701 (hereinafter referred to as ("CLIENT") and Tetra Tech, Inc. (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Client has issued a Request for Proposal (RFP) No. 22-038/MR for Emergency Debris Monitoring Services which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to the RFP and wishes to enter into a contractual agreement with Contractor to provide disaster debris monitoring services which Contractor's Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform disaster debris monitoring services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for one (1) year with the option to renew for up to two (2) additional one (1) year periods.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit D**, which are attached hereto.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES**

reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing Hourly Rates as set forth in **Exhibit C**. The hourly rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to Client at cost without mark-up.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation:** Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. If Client fails to make payment within thirty (30) days of the date of such invoice, interest compounded at the rate of two percent (2%) per month (retroactive to the first month outstanding) shall be charged and payable by Client on all amounts unpaid and outstanding (less any discrepant amount identified within the ten (10) day review period noted above). Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be delivered to:
Jefferson County, Texas
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Payment shall be made to and delivered to:
Tetra Tech, Inc.
PO Box 911642, Denver
CO 80291-1642

9. **Indemnity:** Contractor shall hold harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also hold harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.
10. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES**

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES**

commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Name: Deborah Clark
Title: Purchasing Agent
Jefferson County, Texas
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Office: 409-835-8593
Email: dclark@co.jefferson.tx.us

Name: Mistey Reeves
Title: Assistant Purchasing Agent
Jefferson County, Texas
1149 Pearl Street, 1st Floor
Beaumont, TX 77701
Office: 409-835-8593
Email: mreeves@co.jefferson.tx.us

Contractor:

Ralph Natale, Director
Post Disaster Programs
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Mobile: (407) 580-8184
ralph.natale@tetrattech.com

Betty Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
Mobile: (407) 803-2551
TDR.Contracts@tetrattech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Texas without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Jefferson County, Texas.

**MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES**

22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.
23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Texas law or regulation.
28. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
29. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

INTENTIONALLY LEFT BLANK

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
TETRA TECH, INC.


By: Jonathan Burgiel
Title: Business Unit President

CLIENT:
JEFFERSON COUNTY, TEXAS


By: Jeff Branick
County Judge

ATTEST:


Betty Kamara, Contracts Administrator

ATTEST:


Laurie Leister, County Clerk 10-18-2022

ATTACHMENTS:

- Exhibit A: RFP for Disaster Debris Monitoring Services
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)



EXHIBIT A
(Total of 90 pages)



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

July 12, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-038/MR), Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom (4th 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.

PROPOSAL NAME: Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

PROPOSAL NUMBER: RFP 22-038/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, August 10, 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.

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

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

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
July 13th and July 20, 2022
Examiner July 21, 2022

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PROPOSAL SUBMITTAL CHECKLIST

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 emergency debris monitoring services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

Failure to return 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 emergency debris monitoring services.

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

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES **FORM 1295**

CONTRACT NUMBER AND DATE OF THE CONTRACT

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ADD INFORMATION REQUESTED INFORMATION 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.
CONTRACT NUMBER/AGREEMENT CONTRACT NUMBER OR DESCRIPTION HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
[REDACTED]	[REDACTED]		

5 Check only if there is no Interested Party. **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**

6 UNSWORN DECLARATION **MUST COMPLETE THIS SECTION IN ITS ENTIRETY**

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

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

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

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

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

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1, – 1.36.7, with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS**

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this 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 non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit 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.

c. Requirements. If applicable, the non-Federal entity must do the following:

I. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

II. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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 of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part

200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. 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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's Implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the **"Certification Regarding Lobbying" Form** included within these bid specifications, Page 50.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. 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.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. 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. Recipients must give DHS/FEMA 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. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 their 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 County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

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

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

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

"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."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. *"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."*

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

"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."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"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."

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

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

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 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.

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to Mistey Reeves, ASSISTANT PURCHASING AGENT at: mreeves@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, **July 29, 2022**.

3.4 TENTATIVE SCHEDULE OF EVENTS

July 12, 2022	Issuance of Request for Proposal
August 10, 2022	Deadline Submission (late proposals will not be considered)
August 12, 2022	Proposals distributed to Evaluation Committee
August 23, 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 45)
- 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 (RFP 22-038/MR) days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (90) days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

**Failure by Proposer to include all listed items within these RFP specifications
may result in the rejection of proposal by the County.**

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

Scope of Services: Debris Removal Monitoring

Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no

expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

DMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may

Include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

Contractual Requirements

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

FEMA Mandated Contract Clauses:

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

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

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

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

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

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor Issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

See also Request for Proposals at page 8, Section E.

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

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

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

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

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

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

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

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

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

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the
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contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)
if applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT,

CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

See also Request for Proposals at page 6, Section 14.

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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. Staff Mobilization
2. Field Documentation of Work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor Training
5. Spot Checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/Quality Assurance
9. DMS/Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

The Emergency Debris Monitoring 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 45** 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 45** 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. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.Y.

b. PERSONNEL QUALIFICATIONS – 20%

Qualifications of firm and key staff.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. CAPACITY TO RESPOND – 20%

Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas

e. FEE SCHEDULE – 15%

While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

COST PROPOSAL FORM: SAMPLE

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	
Signature:	
Title:	

Position	Hourly Rate
Project Manager	\$ ____ . ____
Operations Manager	\$ ____ . ____
Data Manager	\$ ____ . ____
GIS Analyst	\$ ____ . ____
Field Supervisor	\$ ____ . ____
Debris Site/Tower Monitors	\$ ____ . ____
Collection Monitor	\$ ____ . ____
Data Entry Clerk/Clerical	\$ ____ . ____
Billing/Invoice Analysts	\$ ____ . ____

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

REQUIRED FORM
Proposer: 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 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

VENDOR REFERENCES FORM

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

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: _____

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

SIGNATURE PAGE

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

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

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

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

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

_____	_____
RFP Respondent (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number

E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

REQUIRED FORM

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

Proposer: Please complete this form and include with Proposal Submission.

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

Local Government Code § 176.003(a) and (a-1)

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4 _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>		

Adopted 8/7/2016

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative _____

Signature _____

Title _____

Date _____

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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

Page 1 of 4

This information must be submitted with your bid.

Bidder Intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

**Proposer: Please complete this form
and include with Proposal Submission.**

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 Certification

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

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

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO RFP

RFP Number: 22-038/MR
RFP Title: Emergency Debris Monitoring Services for Jefferson County
RFP Due: 11:00 am CT, Wednesday, August 10, 2022
Addendum No.: 1
Issued (Date): August 1, 2022

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

Reason for Issuance of this addendum:

1. **Questions and Answers**
2. **Updated FEMA Mandated Contract Provisions (Attachment A)**
3. **Byrd Anti-Lobbying Certification (Attachment B)**
4. **Debarment/Suspension Certification (Attachment C)**
5. **Civil Rights Compliance Provisions (Attachment D)**

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

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

ATTEST:

Witness

Witness

Authorized Signature (Offeror)

Title of Person Signing Above

Typed Name of Business or Individual

Approved by ____ Date: _____

Address

1. Q. RFP Section 4.3, Transmittal Letter (Page 29) indicates that failure to accept the RFP terms (i.e., by providing exceptions) may result in disqualification. Can the County please clarify the degree to which a Proposer would be subjecting itself to disqualification? The impact to providing exceptions is not quantified in the Evaluation Criteria.
 - A. All information requested is considered by the Evaluation Committee. This will be evaluated with the “Capacity to Respond” Criteria.

2. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 6.1, Objective of Proposal (Page 42), states that “each proposal must include a detailed workplan” that includes deliverables and timelines. Would the County consider amending the section headings in 4.2 to include a section on Technical Approach/Workplan to address this requirement?
 - A. The proposer can include the requested information in whichever section they deem appropriate. We will not be amending section 4.2

3. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. However, Section 6.2, Proposer Experience (Page 42), requires descriptions and references for similar engagements. Furthermore, the Evaluation Criteria in Section 7.5 provide 20% for Experience. Would the County consider amending the section headings in 4.2 to include a section on Experience to address these requirements?
 - A. See question 2.

4. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 7.5, Evaluation Criteria (Page 45), includes 20% for “Capacity to Respond.” Would the County consider amending the section headings in 4.2 to include a section on Capacity to Respond to address this requirement?
 - A. See question 2.

5. Q. Section 4.6, Proposer Identifying Information, item g (page 30), requests the proposer to provide full name and address for each member, partner, and employee that will perform on this project. Please clarify how this requirement differs from providing resumes for all personnel as requested in Section 4.7.
 - A. The information requested in section 4.6 is just a list on names, addresses and job title for each member. The information requested in section 4.7 is a resume for each member.

6. Q. Section 4.7, Proposer's Personnel and Organization (page 30), requests the proposer to describe personnel skills relevant to "the conduct of financial advisory services that is subject of this RFP." Is this correct or do you mean Debris Monitoring Services?
- A. Section 4.7 C should read "A specific description of relevant experience and skills that person has in connection with the conduct of debris monitoring services that is the subject of this RFP (limit one page);"
7. Q. Section 4.7, Proposer's Personnel and Organization (page 30), indicates a one-page limit for item c and a one-page limit for item e. Would the County accept resumes that address all five elements within a 2-page limit?
- A. Yes, each resume can be two pages.
8. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests proposers to 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. Is the County requesting this information to be provided in this Section in addition to these rates being provided in Cost Proposal Form?
- A. Yes, we would like the rates in both sections.
9. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests information on "any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document."
- a. Please confirm that the County is referring to resources such as an Automated Debris Monitoring System.
 - b. If so, can this be addressed in a Technical Approach section?
- A. The County is referring to any equipment, software or data communication lines the Proposer requires. It can be addressed in the Technical Approach Section.
10. Q. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. However, this is not addressed in the Evaluation Criteria in Section 7.5. Will the Work Plan be evaluated?
- A. See question 1.
11. Q. Section 7.5, Proposal Evaluation Criteria (page 45) provides 25% for references on recent projects. Please confirm that this information is to be provided on the Vendor References Form on RFP page 49.
- A. References should be provided on the "Vendor Reference Form" of the RFP.
12. Q. Are vendors required to include ADMS costs within the hourly rates proposed?
- A. The Cost Proposal Form in the RFP is a sample of the Cost Proposal Form you will submit. You can list the ADMS costs in whichever manner you deem best for your proposal.

13. Q. Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?

A. See question 12.

14. Q. Should vendors provide escalated rates for the potential renewal periods?

A. Yes, escalated rates for the potential renewal periods can be included.

15. Q. Does the County have a preferred section within the proposal for vendors to place their work plan and timeline?

A. See question 2.

ATTACHMENT A

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

JUNE 2022)

(REVISED

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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

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

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

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

1. *Minimum wages.*

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(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)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account 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 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall 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.

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

to (D) The falsification of any of the above certifications may subject the contractor or subcontractor 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) (1) 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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific 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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

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."

ATTACHMENT B

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

ATTACHMENT C

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM</p>

<p>Proposer:</p>

<p>Please complete this form and include with proposal submission.</p>

ATTACHMENT D

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

EXHIBIT B
(Total of 35 pages)

5. Technical Approach

Project Understanding

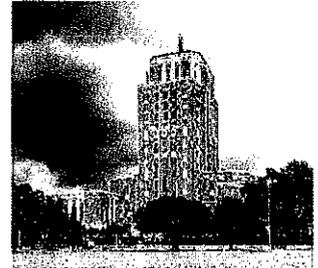
Located in Southeast Texas on the plains of the Texas Gulf Coast, Jefferson County (County) spans 1,113 square miles. Due to its geographical location, the County is susceptible to damaging winds and floods associated with tropical weather events, as well as occasional ice storms. Because the potential for a debris generating event is always present, the County recognizes the need for a debris monitoring and disaster recovery consulting firm with both an unmatched level of experience, as well as familiarity with the County's unique needs following a disaster event.

Jefferson County

 **256,526**
residents

1,113
square
miles

2 DMS
Sites



For nearly 15 years, the Tetra Tech team has worked closely with the County to plan for and execute recovery missions for such events. Our understanding of the County's protocols, procedures, and expectations was evident during our most recent response to Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Prior to, during, and immediately after the storm, Tetra Tech management was in regular contact with County officials to identify immediate needs and coordinate debris removal operations. Tetra Tech staff arrived at County offices and began coordinating with the County's debris hauling firm to open debris management sites, map primary area of concerns, coordinate with County officials, and schedule truck certification. As a result of Hurricane Harvey in August 2017, Jefferson County reported that 5,500 homes were destroyed and nearly 16,000 others sustained major damage. Our firm was responsible for 149,816 cubic yards (CY). Tetra Tech also provided debris monitoring services following Tropical Storm Imelda, which resulted in 57,429 CY of debris.

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services.

Our Understanding of the Services Required by County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Pre-Event Planning and Training
- Emergency Push Documentation
- Debris Site Permitting
- ROW Debris Monitoring
- Reporting and Data Management
- Closeout and Appeals Support

Our team has experience assisting the County with the requested services. In 2019, following Tropical Storm Imelda, Tetra Tech monitored the removal of over 57,000 CYs of debris. We look forward to continuing to support County with debris monitoring services, should the need arise.

Tetra Tech's capabilities and methodology to drive a successful project for the County include:

Past Experience and Relationship with the County: Our unique understanding of the County's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricanes Rita and Harvey, as well as Tropical Storm Imelda.

Continuous Coordination and Communication with County Officials and Stakeholders: A dedicated project management team will be appointed to coordinate with the County throughout the year, not just during times of activation.

Immediate Response Capabilities: Tetra Tech has disaster recovery personnel and 7 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing County to return to the business of running day-to-day operations.

Focus on Hiring Locally: Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.

Project Transparency and Real-time Reporting: Our proprietary *RecoveryTrac™* automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the County and tailored to the County's data needs.

Maximum Reimbursement for the County: Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the County receive and retain the maximum reimbursement allowed following a disaster

Project Management Principles

Tetra Tech's project management principles include five critical pillars: transparency, resources, compliance, efficiency, and mitigation.

Transparency: Maintaining visibility of the project's contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the County, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

Resources: Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

Compliance: Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech's *RecoveryTrac™* ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the County benefits from maximum potential for reimbursement.

Efficiency: Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry's largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac™* ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The County will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the County's expectations.

Mitigation: Identifying risks, managing the project risk matrix, and documenting risks encountered.

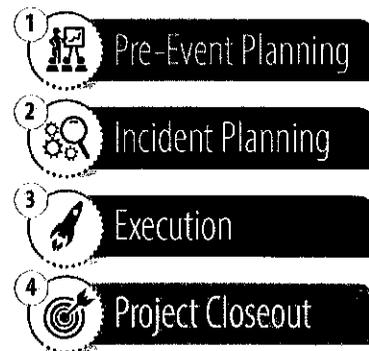
Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.

We are committed to providing a consistent and coordinated project team to perform the scope of work upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

6. Operational Schedule

Based on Tetra Tech's understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with



the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"> Conduct annual pre-event meeting with the County and debris contractor Review the County's disaster recovery contracts for FEMA compliance Update critical documents and files, including any GIS files Contact the County and initiate daily conference call
H-96	Review capabilities and resources	<ul style="list-style-type: none"> Determine resource requirements from debris model Review the County's emergency policies and contracts Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Event Day Planning		
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure Review protocols for private property, gated communities, and public drop-off sites Review debris management site (DMS) locations and follow up with the State on permitting procedures Estimate equipment requirements and DMS capacity to haul and stage debris Prepare ADMS technology for mobilization Conduct regular meetings with County staff as requested Confirm staging location and begin mobilization of resources
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Obtain GIS files for municipalities that the County will assist with debris removal Continue to update and gather updates from the County's debris hauler Save all critical documents and files to the network drive, USB drive, and laptop hard drive
H-24	Prepare final reports	<ul style="list-style-type: none"> Certify emergency road clearance equipment (in coordination with the County's debris hauler) Determine emergency road clearance priorities
H-0 ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT		
Event Day		
H +24	Emergency push	<ul style="list-style-type: none"> Receive notice to proceed with not to exceed Begin emergency push Maintain time and materials (T&M) logs for push equipment Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) Supervisors report to pre-designated locations and prep staff on project Begin establishing ADMS infrastructure Begin recruiting and training monitors, project coordinators, and data staff Initiate opening of DMS locations Follow up with State-level environmental regulations on debris permits (if required) Work with the County to establish public information protocols to respond to concerns and comments
H +48	Emergency push/damage assessment	<ul style="list-style-type: none"> Continue emergency push Continue preliminary damage assessment Develop debris cost estimate required for presidential disaster declaration Develop operational plan for disaster-specific issues Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/site preparation	<ul style="list-style-type: none"> Begin hauling truck certification Install ADMS tower monitor infrastructure Train monitors on policies, ADMS, and safety Open public drop-off sites as requested

Time	Task	Deliverables/Milestones
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> Assign monitors to trucks Assign supervisors to monitors Hold morning and afternoon meeting with County staff and debris hauler Implement QA/QC procedures Continue ROW collection Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> Issue daily reports/GIS maps Hold daily meetings with the County, hauler, and/or State/FEMA as required Staff citizens debris management hotline (if requested) Define supplemental programs required (private roads, HHW) and prepare eligibility request Provide ADMS reports and real-time monitoring access
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> Establish client GeoPortal to provide insight into project progress Review truck metrics provided by <i>RecoveryTrac™</i> ADMS Initiate weekly reconciliation Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	<ul style="list-style-type: none"> Prepare damage/cost estimates Compile supporting documentation (debris permits, debris contracts, etc.) Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc. Waterway debris removal Private property debris removal (PPDR)
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> Public drop-off sites HHW Mud/silt/sand removal (from storm drains, ditches, etc.) Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency Facilitate kickoff meetings with primary stakeholders
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> Draft a PA work plan Conclude/review preliminary damage assessments Gather documentation for project worksheet (PW) development Identify opportunities for mitigation Conduct site visits

		<ul style="list-style-type: none"> Final reconciliation Retainage release Release hard copy files Provide electronic database Assist with PW development Assist the County with long-term reimbursement Audit assistance Appeal support if necessary
Project completion	Document turnover/closeout	

Tornado/Severe Storm Immediate Response Timeline

Based on Tetra Tech’s understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
I +12	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure Review protocols for private property, gated communities, and public drop-off sites

Time	Task	Deliverables/Milestones
I +12	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Review debris management site (DMS) locations and follow up with the State on permitting procedures Estimate equipment requirements and DMS capacity to haul and stage debris Prepare ADMS technology for mobilization Conduct regular meetings with County staff as requested Confirm staging location and begin mobilization of resources Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Obtain GIS files for municipalities that the County will assist with debris removal Continue to update and gather updates from the County's debris hauler Save all critical documents and files to the network drive, USB drive, and laptop hard drive
I +12-24	Prepare final reports	<ul style="list-style-type: none"> Certify emergency road clearance equipment (in coordination with the County's debris hauler) Determine emergency road clearance priorities

Execution

I +24	Emergency push	<ul style="list-style-type: none"> Receive notice to proceed with not to exceed Begin emergency push Maintain time and materials (T&M) logs for push equipment Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) Supervisors report to pre-designated locations and prep staff on project Begin establishing ADMS infrastructure Begin recruiting and training monitors, project coordinators, and data staff Initiate opening of DMS locations Follow up with State-level environmental regulations on debris permits (if required) Work with the County to establish public information protocols to respond to concerns and comments Continue emergency push
I +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> Continue preliminary damage assessment Develop debris cost estimate required for presidential disaster declaration Develop operational plan for disaster-specific issues Refine health and safety plan for disaster-specific issues Begin hauling truck certification
I +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> Install ADMS tower monitor infrastructure Train monitors on policies, ADMS, and safety Open public drop-off sites as requested Assign monitors to trucks
I +96	Begin debris collection monitoring	<ul style="list-style-type: none"> Assign supervisors to monitors Hold morning and afternoon meeting with County staff and debris hauler Implement QA/QC procedures Continue ROW collection Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> Issue daily reports/GIS maps Hold daily meetings with the County, hauler, and/or State/FEMA as required Staff citizens debris management hotline (if requested) Define supplemental programs required (private roads, HHW) and prepare eligibility request Provide ADMS reports and real-time monitoring access
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> Establish client GeoPortal to provide insight into project progress Review truck metrics provided by <i>RecoveryTrac</i>™ ADMS Initiate weekly reconciliation Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant	<ul style="list-style-type: none"> Prepare damage/cost estimates Compile supporting documentation (debris permits, debris contracts, etc.)

Time	Task	Deliverables/Milestones
Week 2+	administration (FEMA, NRCS)	<ul style="list-style-type: none"> • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc. • Waterway debris removal • Private property debris removal (PPDR)
	Special projects (if required)	<ul style="list-style-type: none"> • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency • Facilitate kickoff meetings with primary stakeholders
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Post-Project Activities		
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> • Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with Project Worksheet (PW) development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

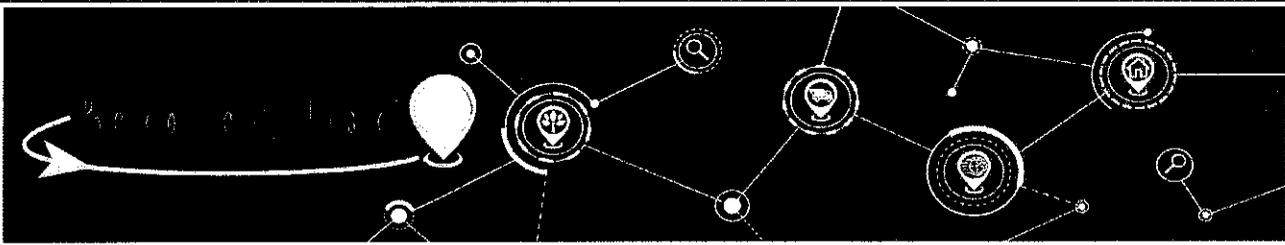
7. Approach to Debris Monitoring Services

Emergency Push

During the emergency push period, debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the County to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

RecoveryTrac™ Automated Debris Management System



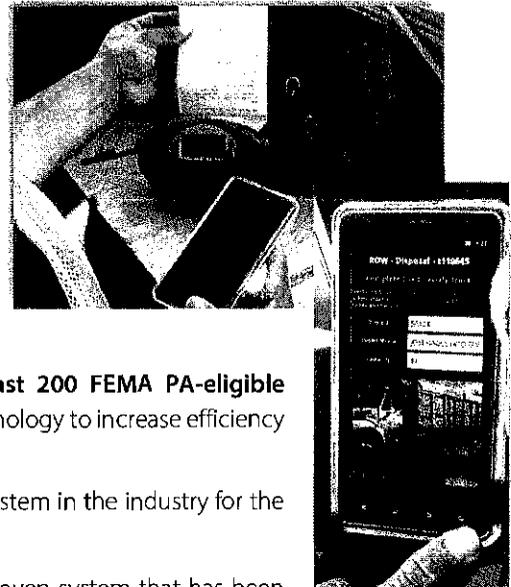
Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site



location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.

- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed**, and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

RecoveryTrac™ ADMS Key Facts

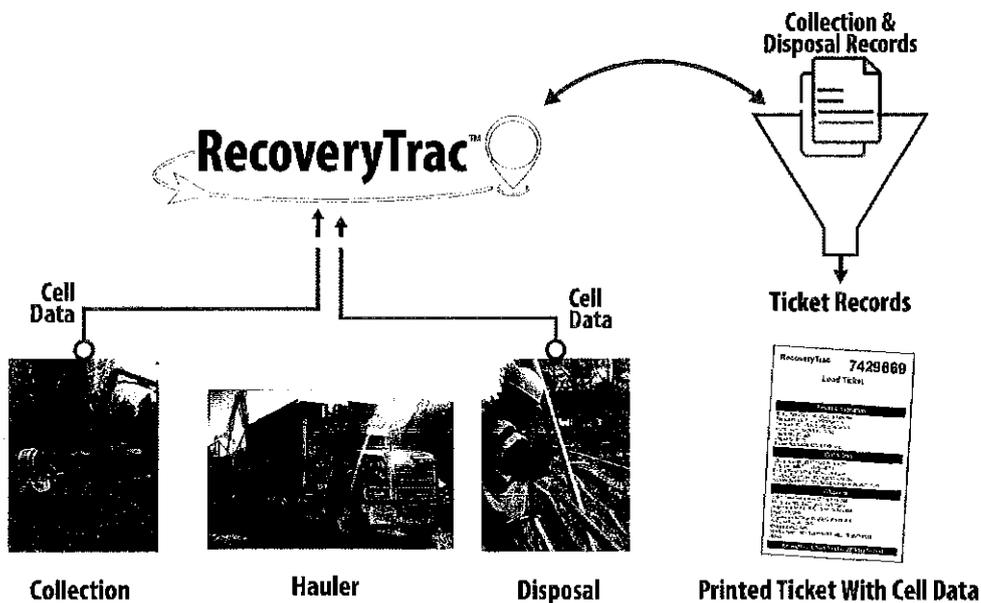
- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:

- STEP 01** The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
- STEP 02** A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
- STEP 03** Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
- STEP 04** When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
- STEP 05** The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called Look Ahead, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
- STEP 06** The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
- STEP 07** The debris site/tower monitor confirms the truck and debris type and enters the load call.
- STEP 08** Finally, the disposal load ticket is printed, and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.



RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

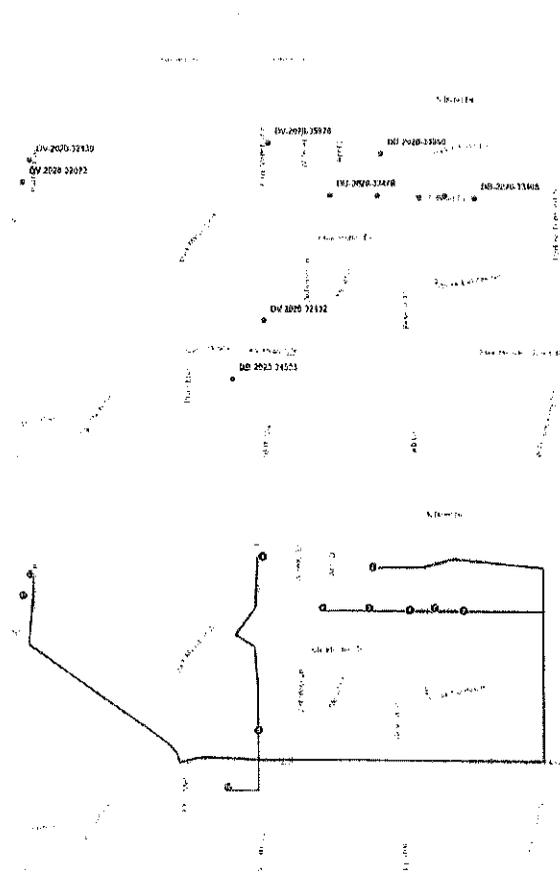
Industry-standard **ArcGIS Feature Services** delivers *RecoveryTrac™* ADMS data and serves as foundational building block for the applications.

Services:

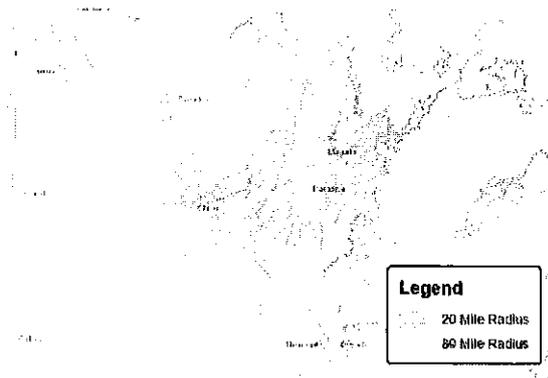
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.

Work lists and **optimized routes** can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.

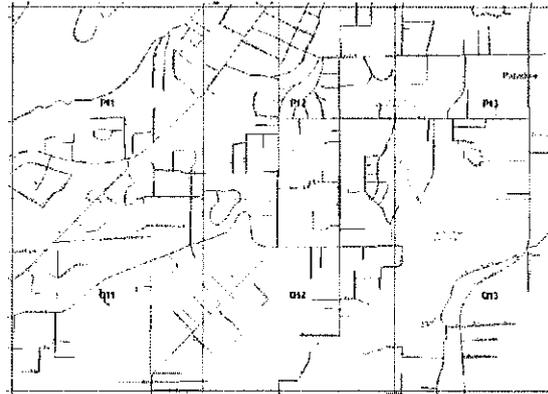


The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

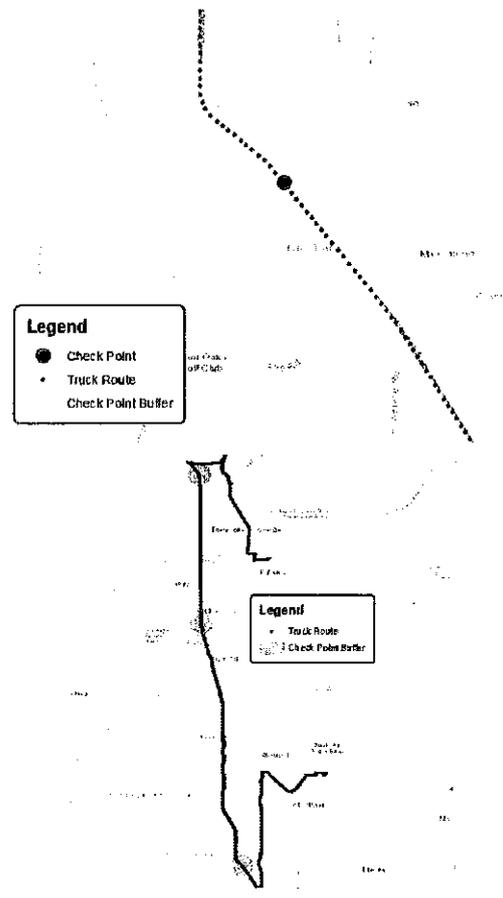


The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



Fleet tracking data provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for County requests.

Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac™* ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac™* survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac™* database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team’s utilization of Unmanned Aircraft Systems (UAS or more commonly, “drones”) in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients’ goals and objectives. Tetra Tech’s geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac™* database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**

Truck Certification Report

RecoveryTrac Truck Certification Report 8/22/2019

HARRIS COUNTY TX TROPICAL STORM WILLOW COLLECTION - Truck Certification Summary

Contractor: CERES	Total Trucks Selected	Total Certified Capacity	Av. Certified Capacity
	62	3709	71.33
Totals:	62	3709	71.33

HARRIS COUNTY TX TROPICAL STORM WILLOW COLLECTION - Truck Certification Details

Contractor: CERES
Sub-Contractor F: CREEL BROTHERS

Sub-Contractor ID	Truck ID	Capacity	Cert Date	Status	Vehicle Type	Vehicle Type	Vehicle Ext. Notes
NA	010959	55	09/22/2019 11:41 AM	ACTIVE	P24760 (LA)	SELF-LOADING TRUCK	

Primary Box (L x W x H): 212x195x50 = 2026300.0 (+)

Type Box (L x W x H): 56x100x24 = 49400.0 (+)

Type Box (L x W x H): 67x100x27 = 18200.0 (+)

Type Box (L x W x H): 4x18x21 = 840.0 (+)

Total Volume: 257190.0 Cu Yards (11655) = 55.12 Cu Yds

Driver-Placard View

Side View

Back Interior View

Front View

Field Operations

The Tetra Tech debris monitoring program includes the following:

Tetra Tech Daily Field Operations

1. Work Scheduling

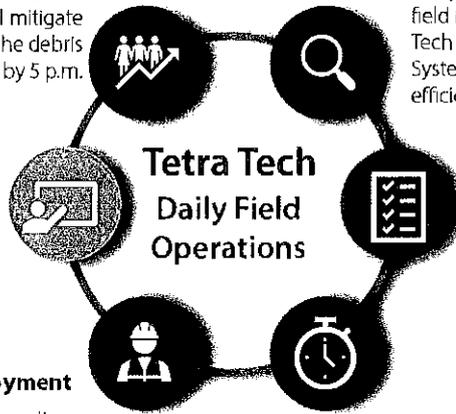
Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m.

2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).



4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.

Potential Delay	Tetra Tech Strategy
<p>Inability of a debris contractor to respond with sufficient equipment</p> <p>Leapfrogging by the contractor (cherry picking work being performed)</p> <p>Delayed invoices by the contractor</p> <p>Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed</p>	<p>Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.</p> <p>Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.</p> <p>Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met.</p> <p>As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.</p>

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:



- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.



Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.



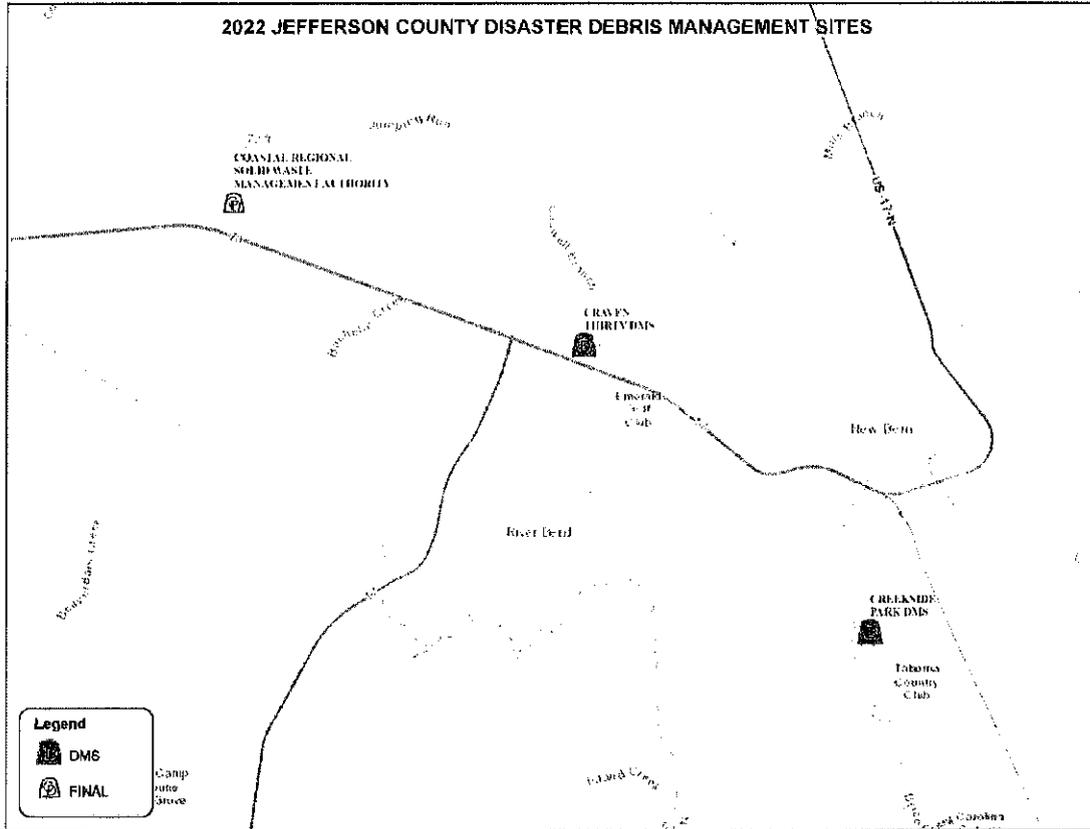
Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.



Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

DMS Maps

The following image shows a map of previous DMS sites in Jefferson County for which Tetra Tech has provided monitoring services.



Residential Drop-Off Sites

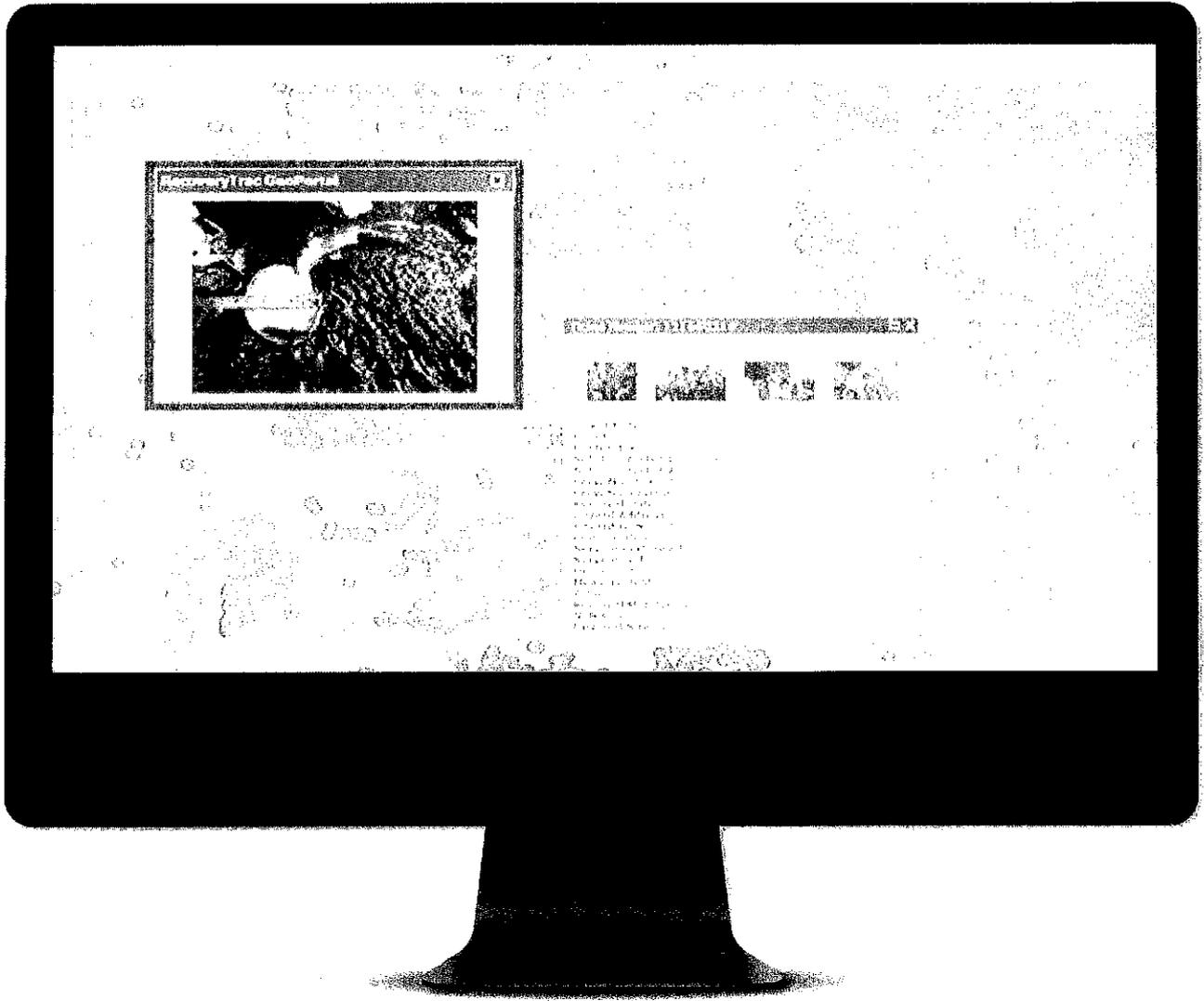
Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying County residence before a resident unloads debris at the site.

Right-of-Way Collection Reporting

Our *RecoveryTrac*™ ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

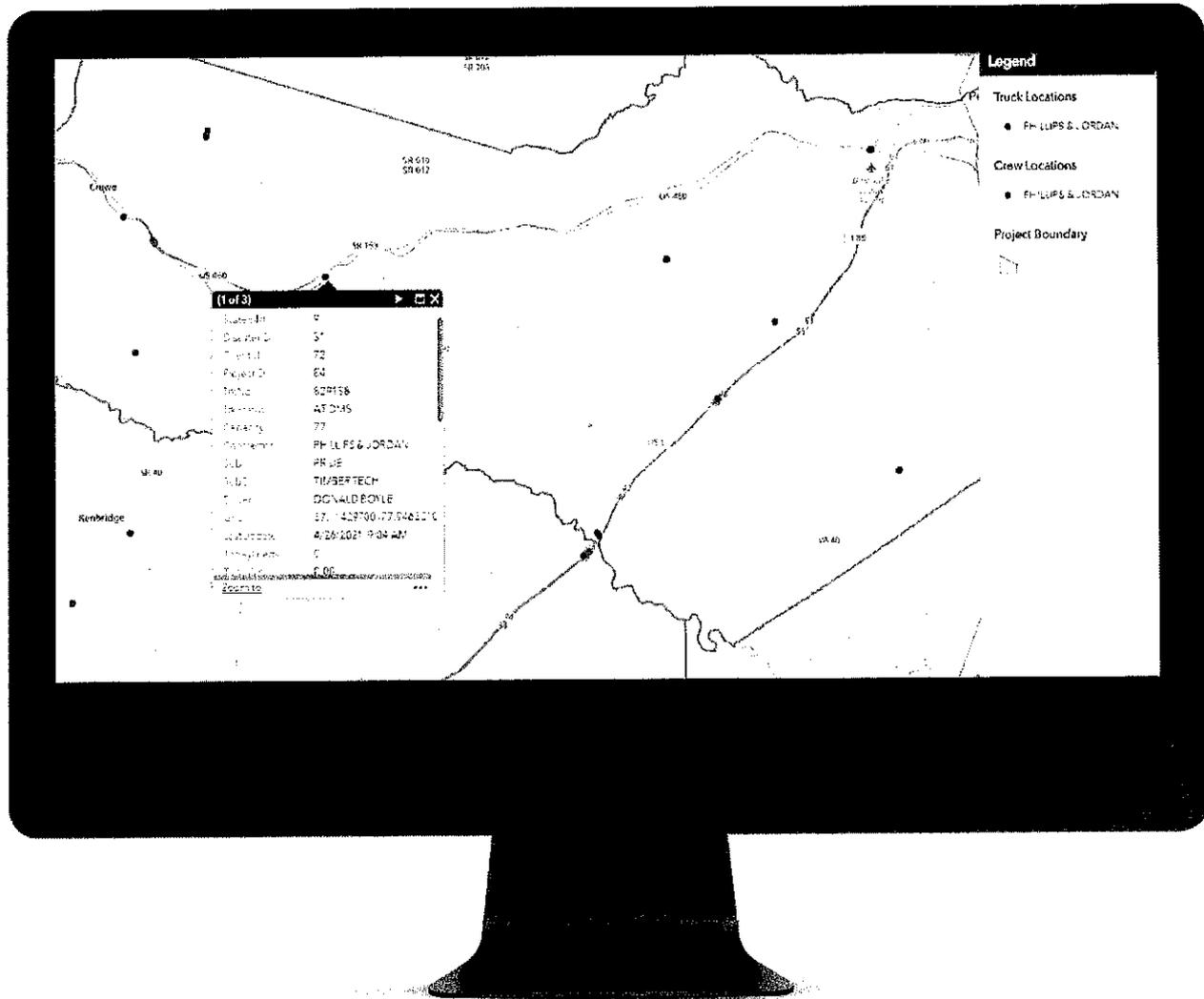
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Waypoint Collection/Hazardous Tree Maps

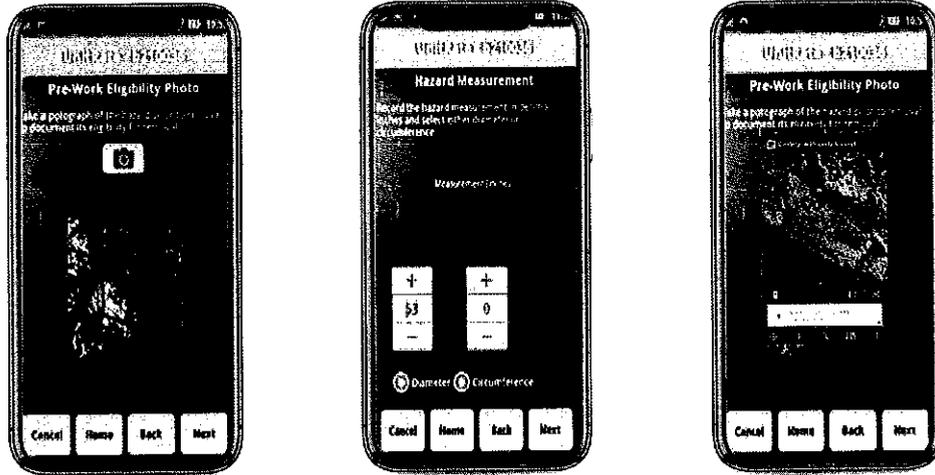


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Truck Locations



Hazardous Tree Mobile Suite



Real-Time Ticket Report

RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	REPR	Log/Inst	Conts Post	Dem Req
OBSERVATIONS	1	1	0	0.0	1942.0	0	0	0	0
Totals	1	1	0	0.0	1942.0	0	0	0	0

Project Incident Details: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

OBSERVATIONS (Count: 1)

Incident No.	Status	Priority	Date	Emp Inv	Contract	Contract	Location	Reporting Member
8502-112-0096	Active	Normal	12/14/2018 1:42 PM	NO	AD	NO	2204 ALLENDALE STREET 115 00 0076 30 000 00	FRANCISCO BRENDE-8216296

CREW HAS BEEN REMOVED STUMP
NO OVERLEANS
CITY CREW AT SITE

Unit Rate Ticket

Ticket Information

Ticket Date/Time: 12/16/2018 10:52 AM
 Applicant: CITY OF LYNN HAVEN
 Disaster: FL - HURRICANE MICHAEL
 Contractor: ASHBRIIT
 Sub-Contractor: TRI-RIVERS - ARBORPRO
 Crew No: 710280
 Supervisor: JONATHAN COLLINS

Hazard Information

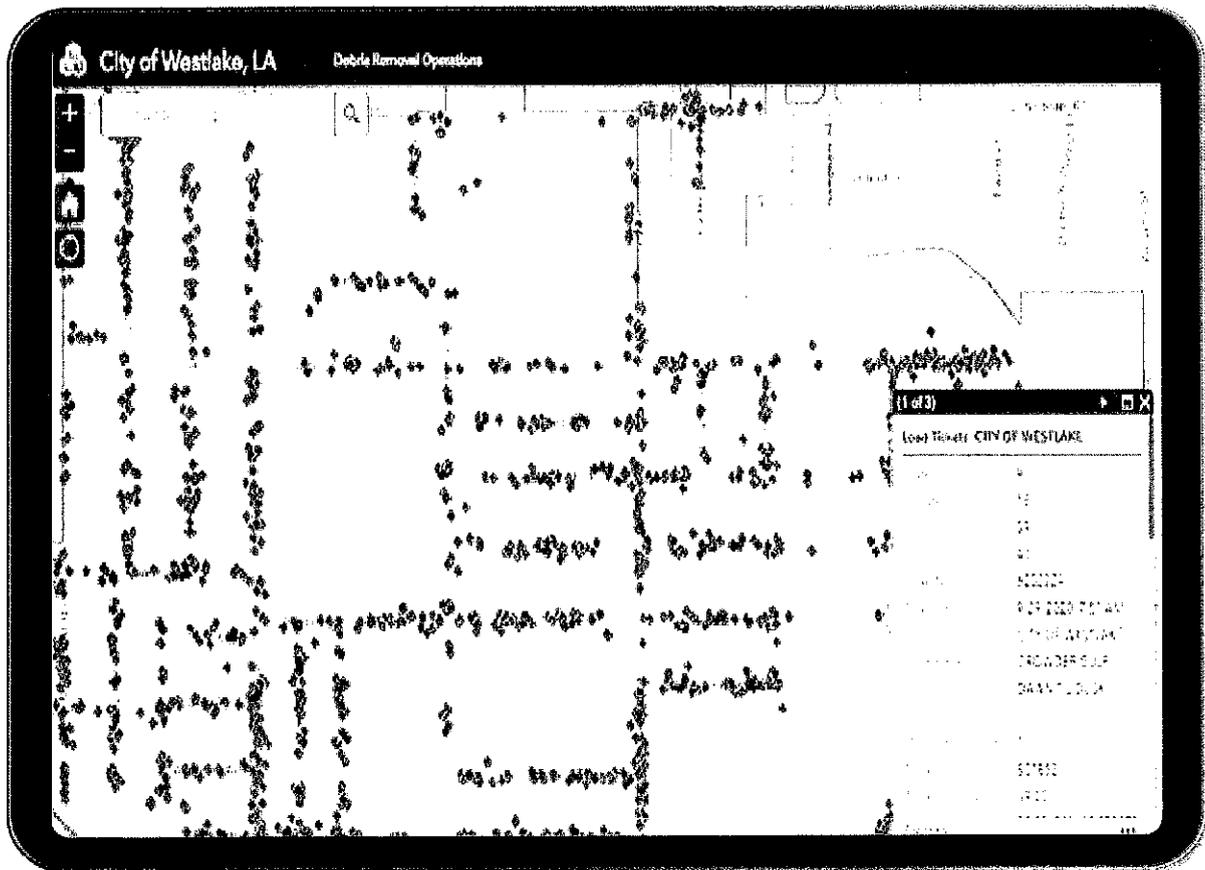
Hazard Type: 1A - HAZARDOUS HANGERS REMOVAL
 GPS(Lat,Lng): 30.221035,-85.867865
 Address: 812 BRADFORD CIRCLE
 Measure: 5.00
 Unit Count: 1.00
 Start Time: 12/15/2018 10:35 AM
 End Time: 12/15/2018 10:52 AM
 Monitor Name (ID): JOELLY HARVEY (P232188)

Copyright 2019, Tetra Tech Inc.

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

Public Information Campaigns

Separating Your Debris
Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

DEBRIS SEPARATION
Separate debris into the six categories shown below.
DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.
UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

VEGETATIVE DEBRIS
• Leaves (do not put in bags)
• Logs
• Plants
• Tree branches

CONSTRUCTION & DEMOLITION DEBRIS
• Building materials
• Carpet
• Drywall
• Furniture
• Lumber
• Mattresses
• Plumbing

DEBRIS MANAGEMENT
Measured in Cubic Yards (CY)
2,039,785 CY Total Debris Generated

The City is assessing and removing debris from homes and other structures impacted by Hurricane Irma. An estimated 2,039,785 cubic yards of debris was generated and will take some time to remove. Crews are actively working to remove debris and collection is progressing as quickly as possible. Your cooperation in following FEMA Debris Removal Guidelines will help speed the clean-up effort.

Visit page often to track the progress of work crews and to get an estimate of when they are expected in your area. Your patience is greatly appreciated as we work together to recover from the hurricane.

Frequently Asked Questions [Download](#)

43,439 Hazardous Trees/Limbs Removed

2,378 Loads Completed

What Gets Picked Up?
[Click to learn more](#)

Where Do I Place My Debris For Pick Up?
[Click to learn more](#)

Where Are Collection Crews?
[Click here to find out](#)

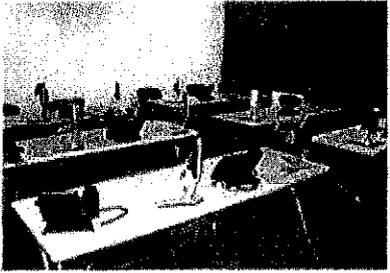
Overall Progress to date
[Click here to find out](#)

Who do I call for more information?
The Disaster Hotline is available Monday through Saturday from 8 a.m. to 5 p.m. Call 888 123 4567 for assistance.

Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.

Call Center Operations

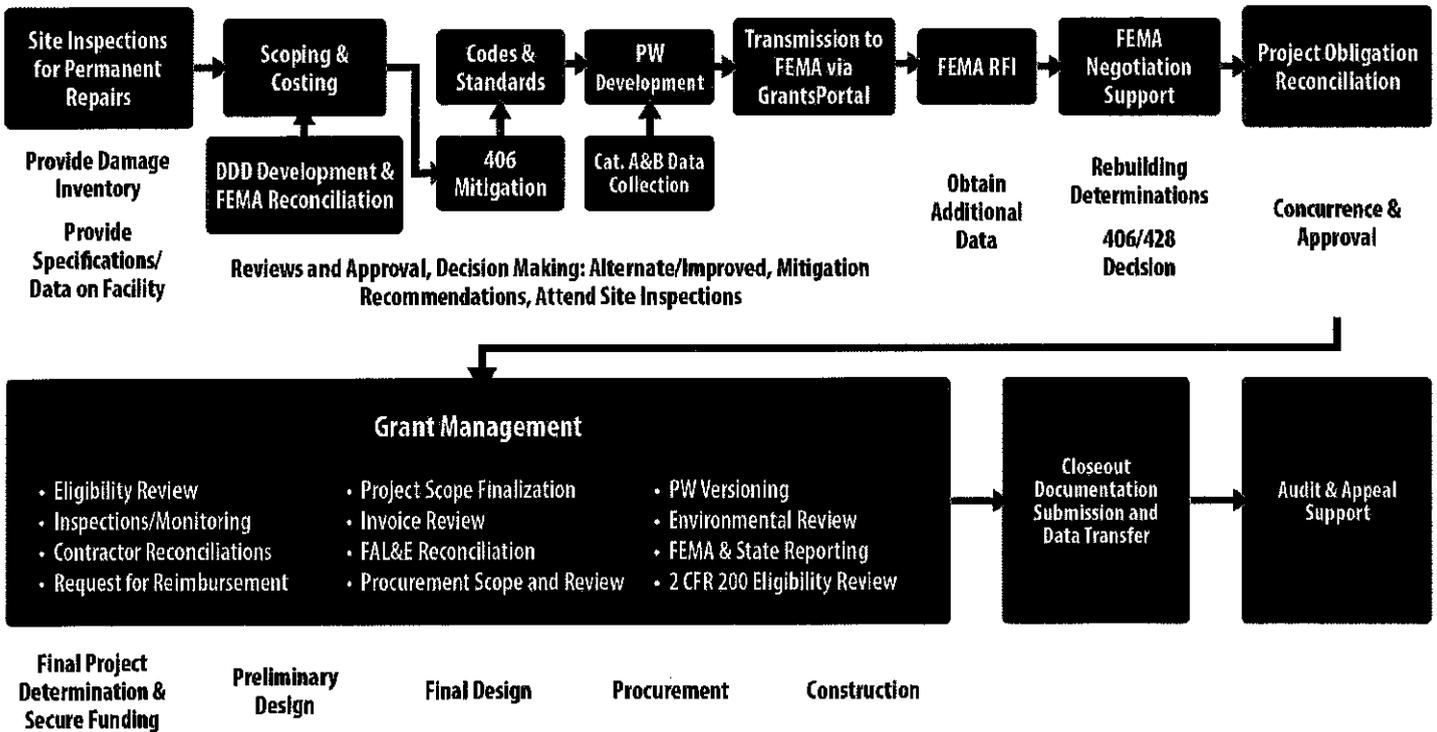


Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, TX following Hurricane Ike.

Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the County and governmental officials is becoming increasingly important.

Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris.

We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris. As detailed above in item 10, the use of our proprietary *RecoveryTrac™* ADMS technology can assist the County in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

The County is supported by debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and **upwards of \$2.5 billion in FEMA PA reimbursement.** Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and **Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs.**

Expedited Projects are obligated at 50 percent of eligible costs incurred for Debris Removal (Category A) and Emergency Protective Measures (Category B) conducted within the first days following the disaster and provide the necessary cash flow to kick-start recovery and ease the transition to the more traditional reimbursement-based program. Once the initial award of the expedited project is processed at 50% of the eligible costs incurred or projected, the County will need to provide all required documentation prior to the remaining funds being awarded in a project amendment. After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

Project Worksheet Completion and Application Process

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation.

We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first 2 years of the disaster include:

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of **experience working with FEMA Region VI.**

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Texas.

1

FEMA Validate as You Go (VAYGo) Audits:

Focus on disbursements to subrecipients on an annual basis

**DHS OIG Capacity Audits:**

Focus on early detection of what issues might arise to promote corrective actions for recipients and subrecipients



3

General Accountability Office Audit:

Focus on performance of subrecipients on grants and identifying opportunities for process improvement



Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into County activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

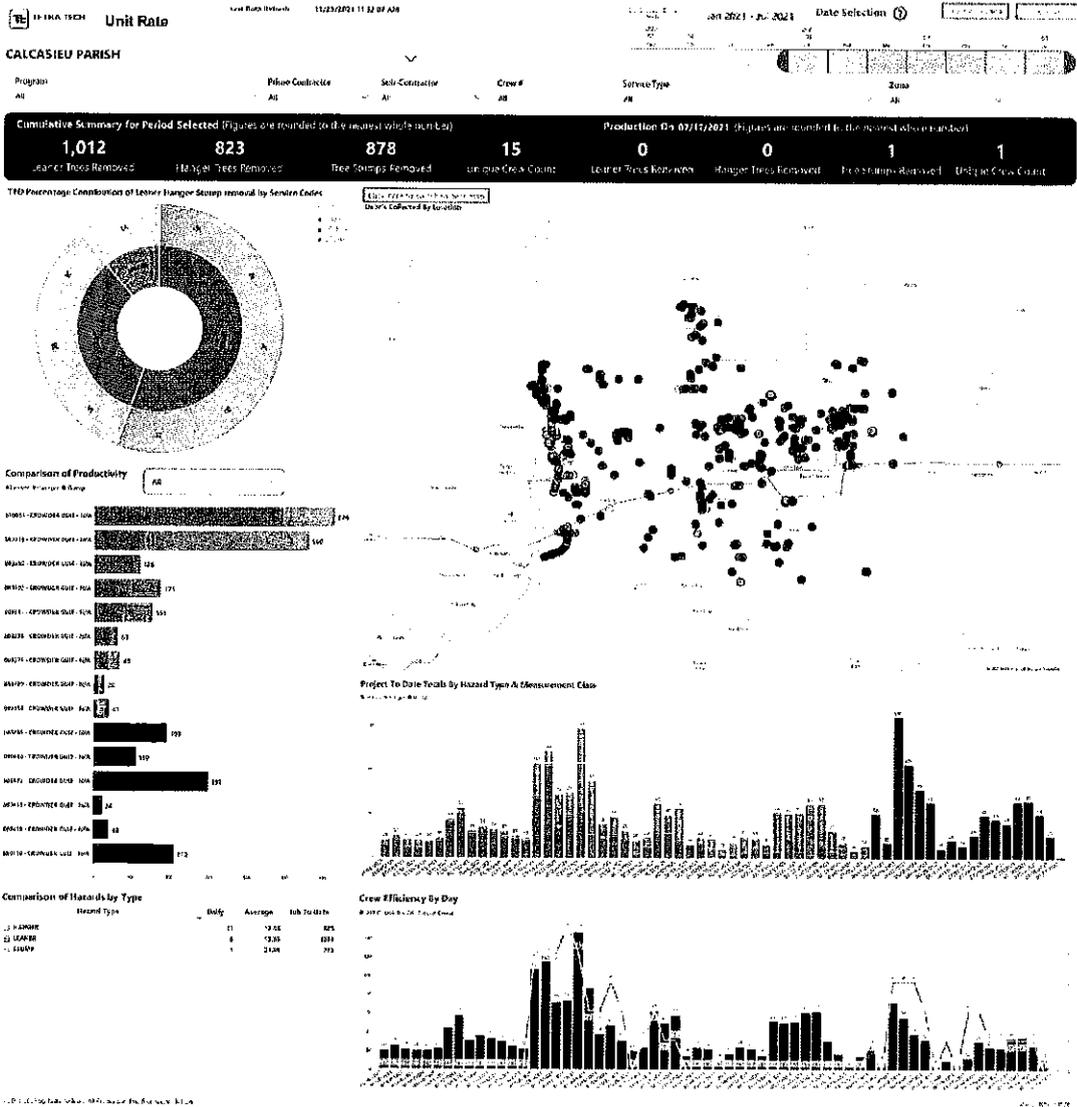
Reporting

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

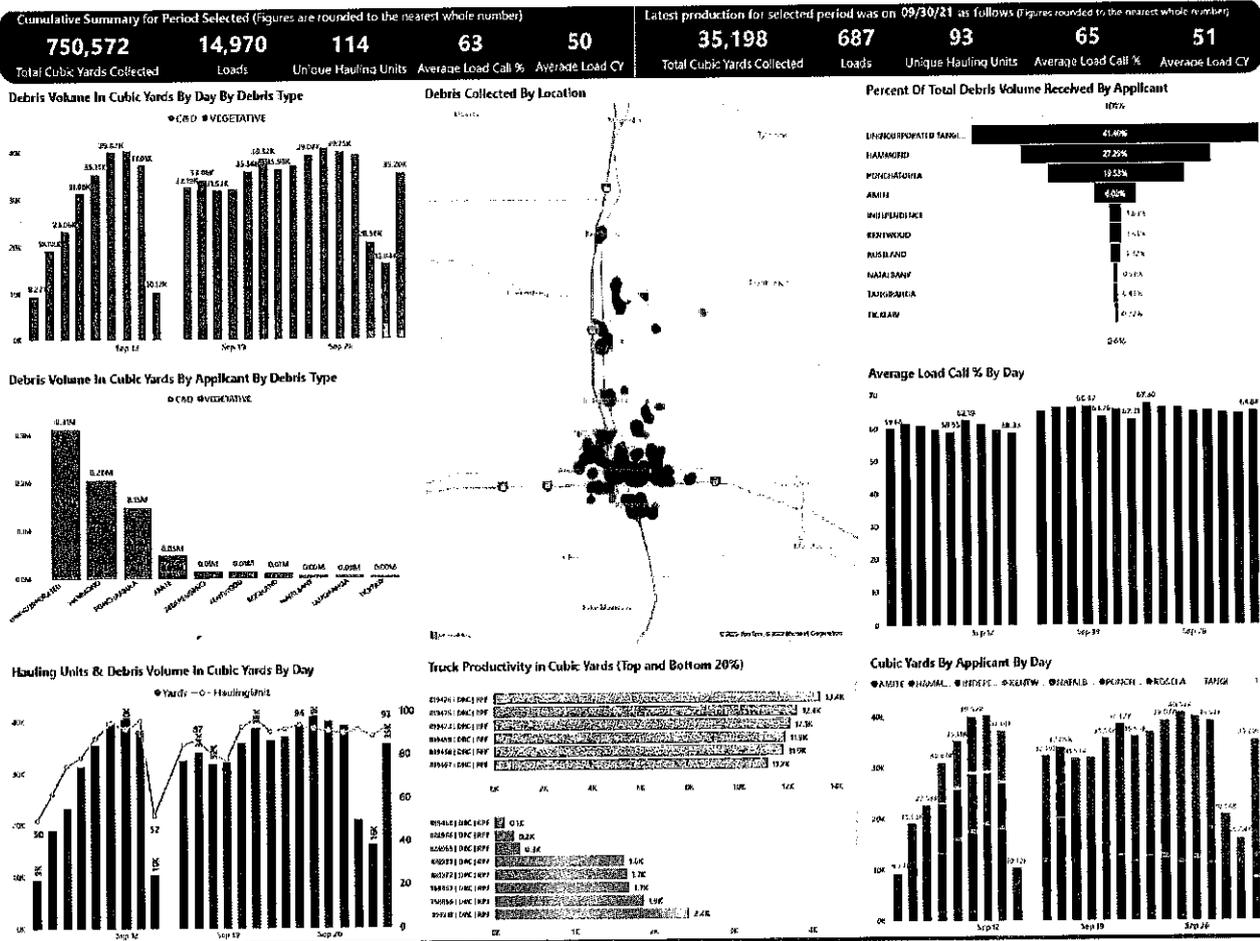
Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Sample Custom Report Developed



Sample Custom Report – Debris Volumes by Municipality



Daily Budget Status Reports

Tetra Tech provides a variety of daily reports that capture costs incurred, invoicing statuses, projections of work, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Some specific examples of daily reports issued for prior projects include:

- Finance Daily Budget Status Report:** This report’s focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.
- Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- Daily Report Contractor Expenditure:** Displays the services included in the project for the contractor. Also shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.

Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

Monthly Budget Status Report

Monthly Estimated Budget Status Report
 Tetra Tech, Inc.
 DRR 19104

Report Month - October 2020

Report Date: **11/2/2020**
 Project Start Date: **8/1/2020**
 Contract End Date: **8/30/2022**
 Contract Days Remaining: **668**

Total Contract Budget: \$ **8,316,928.00**
 Total Estimated Amount Expended: \$ **680,932.75**
 Total Estimated Remaining Contract Budget: \$ **7,658,045.25**
 Estimated Contract Days Remaining With Current Forecast: **3020**

Work Order Budget: \$ **1,098,920.00**
 Total Estimated Amount Expended: \$ **680,932.75**
 Estimated Remaining Work Order Budget: \$ **319,067.25**
 Estimated Contract Days Remaining With Current Forecast: **126**

Total Estimated Project to Date Cost: \$ **680,932.75**
 Estimated Monthly Amount Cost: \$ **235,857.25**
 Average Daily Burn Rate: \$ **2,536.10**

Cumulative Forecast and Actual

Summary of Itemized Cost Categories

Project to Date Estimated Labor	Monthly Amount	Total Amount
Project to Date Estimated Labor	\$ 235,857.25	\$ 680,932.75
Grand Total	\$ 235,857.25	\$ 680,932.75

Labor Cost Per Day

Estimated Cost Basis

**** All Figures Are Estimates Pending Final Reconciliation ****

Prepared by **TETRA TECH**

On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Incident Report

RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION									
Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	HI Pri	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
Totals	2	2	0	0.0	61.0	0	0	1	0

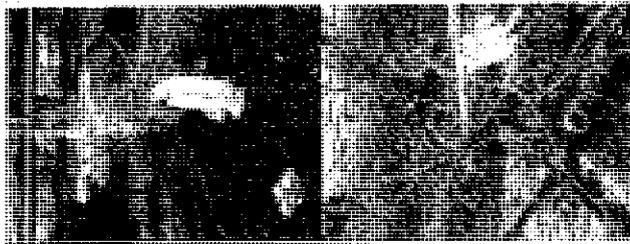
Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

DAMAGE TO PROPERTY (Count: 2)

PRIVATE PROPERTY-MAILBOX (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
DP-2020-30961	Active	Normal	9/9/2020 5:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231,-93.257046)	DARE ADEYANJU (588714)

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.



Sample Report: Incident reports are available in real-time and can be accessed at any moment.

Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*™ system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*™ Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a *RecoveryTrac*™ license.

Contractor Reconciliation

The *RecoveryTrac*™ system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac*™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

If *RecoveryTrac™* ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

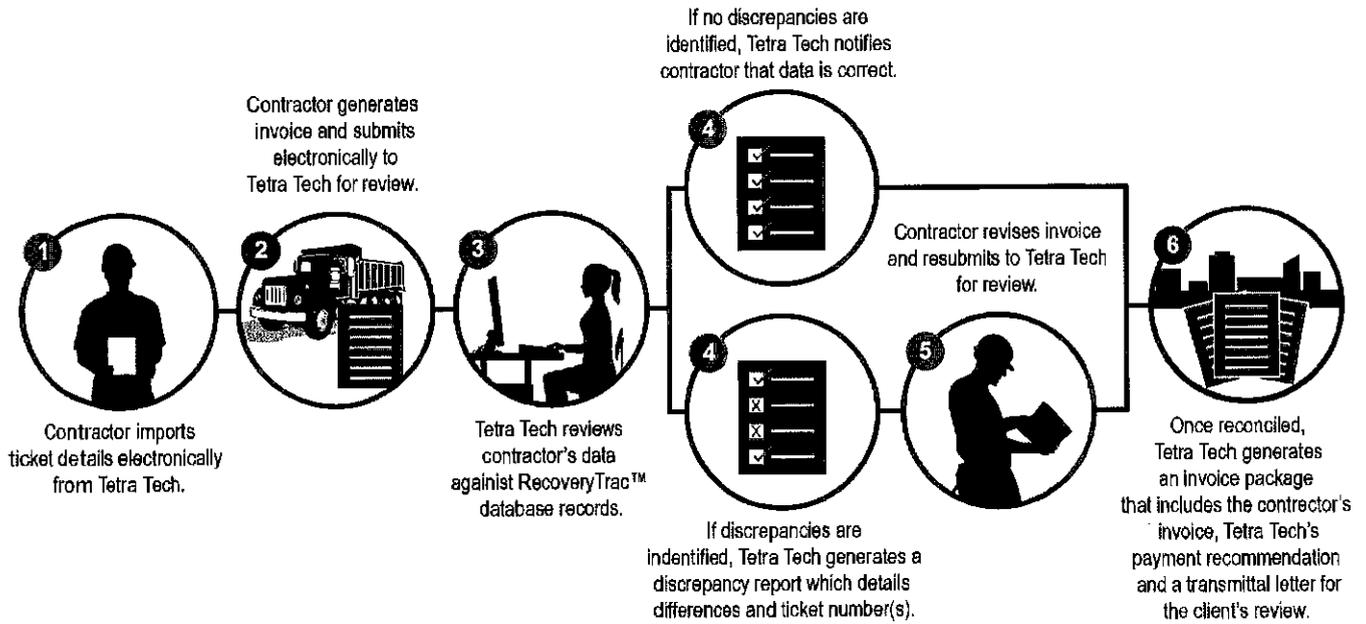
Whether using *RecoveryTrac™* ADMS or paper logs, Tetra Tech will use our *RecoveryTrac™* database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac™* database records:
 - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
 - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the County. Tetra Tech's invoice package includes the following:
 - a. Contractor invoice
 - b. Tetra Tech transmittal letter and payment recommendation
 - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report										
Friday, July 16, 2015										
Invoice Cover Information						Invoice Number: 1002-15-009				
Applicant: CITY OF HOUSTON						Date Of Invoice: 07/09/2015				
Contractor: DRC						Gross Amount per Invoice: \$325,301.75				
Disaster: TX-SEVERE STORMS AND FLOODING						Amount Held in Retainage: \$0.00				
Invoice Date Range: FROM 06/15/2015 TO 06/12/2015						Net Amount Invoiced for Payment: \$325,301.75				
Supporting Electronic Backup Summary										
Code	Matching Service Description					Invoiced Qty	Invoiced Rate	Invoiced Total		
50A	VEG ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					26,455.10	\$7.22	\$191,085.82		
50B	VEG ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					664.28	\$9.41	\$6,251.49		
51A	C&D ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					16,272.36	\$7.60	\$123,269.86		
51B	C&D ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					646.10	\$10.75	\$6,970.56		
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):									\$325,301.75	
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):									\$0.00	
100% Payable Transactions:										
Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
4036115-1	42.40	\$7.60	\$322.24	4036115	06/15/2015	42.40	\$7.60	\$322.24	\$0.00	Verified and Approved
4036116-1	36.80	\$7.60	\$279.68	4036116	06/16/2015	36.80	\$7.60	\$279.68	\$0.00	Verified and Approved
4036117-1	34.48	\$7.60	\$261.82	4036117	06/15/2015	34.48	\$7.60	\$261.82	\$0.00	Verified and Approved
4036118-1	27.60	\$7.60	\$209.76	4036118	06/16/2015	27.60	\$7.60	\$209.76	\$0.00	Verified and Approved
4036119-1	31.80	\$7.60	\$241.68	4036119	06/16/2015	31.80	\$7.60	\$241.68	\$0.00	Verified and Approved
4036176-1	53.20	\$7.22	\$384.10	4036176	06/15/2015	53.20	\$7.22	\$384.10	\$0.00	Verified and Approved
4036177-1	37.70	\$7.22	\$272.19	4036177	06/15/2015	37.70	\$7.22	\$272.19	\$0.00	Verified and Approved
4036178-1	45.60	\$7.22	\$329.23	4036178	06/15/2015	45.60	\$7.22	\$329.23	\$0.00	Verified and Approved
4036179-1	43.50	\$7.22	\$314.07	4036179	06/15/2015	43.50	\$7.22	\$314.07	\$0.00	Verified and Approved
4105960-1	33.80	\$7.60	\$256.88	4105960	06/15/2015	33.80	\$7.60	\$256.88	\$0.00	Verified and Approved
4105961-1	54.00	\$7.60	\$410.40	4105961	06/16/2015	54.00	\$7.60	\$410.40	\$0.00	Verified and Approved
4105962-1	34.30	\$7.60	\$260.68	4105962	06/16/2015	34.30	\$7.60	\$260.68	\$0.00	Verified and Approved

Continued, see additional data through page 2

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8. Project Controls

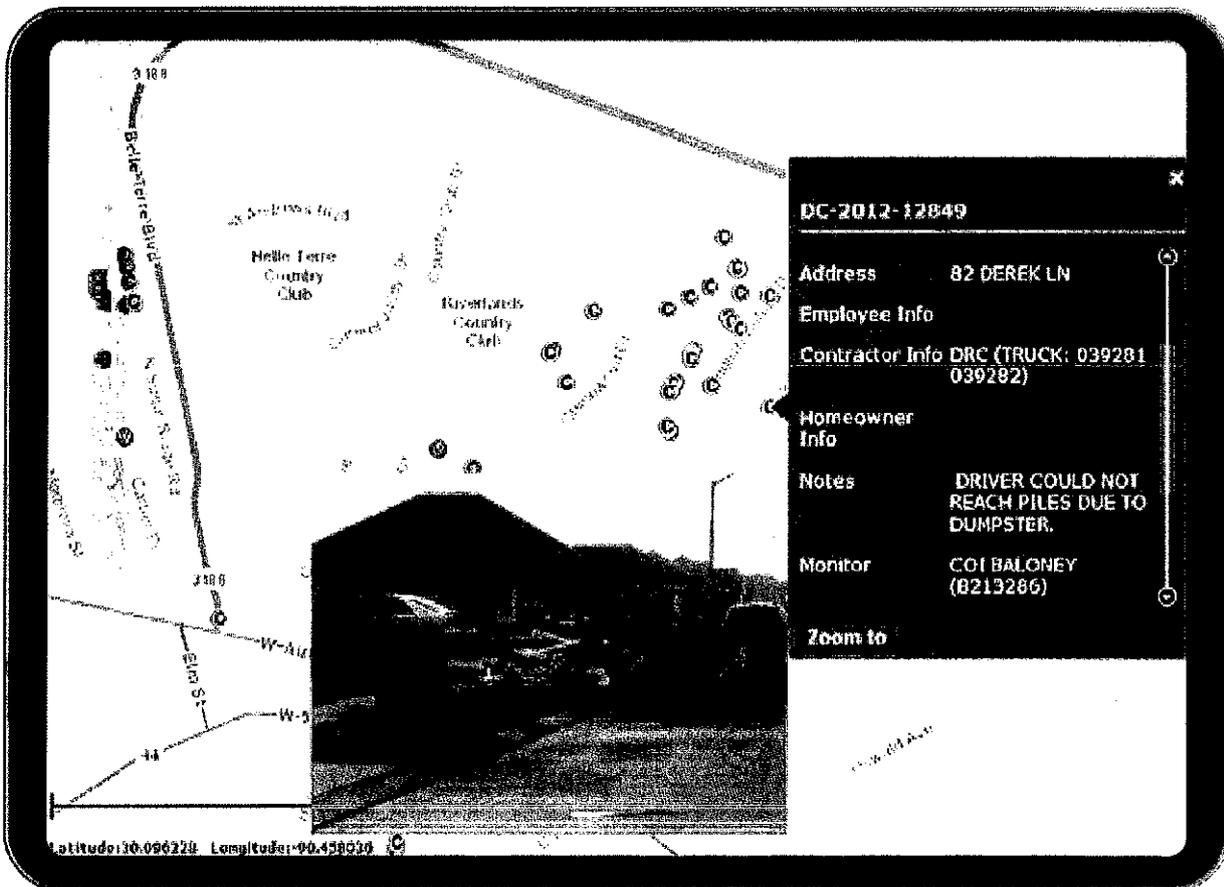
Quality Assurance

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac™* system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Safety and Health Standards

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.



Industry Metrics for 2021 Health and Safety Performance		
0.74	0.35	0.08
US Experience Modification Rate (EMR)	2021 Enterprise-Wide Total Recordable Injury Rate (TRIR)	2021 Enterprise-Wide Lost Workday Incident Rate (LWDIR)
29% better than average industry workers' compensation claims	Outperformed others in our industry by 43%	Outperformed others in our industry by 45%

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

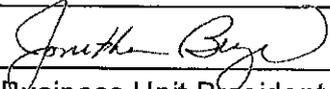
Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the County in slowing the spread of COVID-19.

**EXHIBIT C
(Total of 2 pages)**

COST PROPOSAL FORM: SAMPLE

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Business Unit President

Position	Hourly Rate *
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>65.00</u>
Data Manager	\$ <u>55.00</u>
GIS Analyst	\$ <u>55.00</u>
Field Supervisor	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>37.00</u>
Collection Monitor	\$ <u>37.00</u>
Data Entry Clerk/Clerical	\$ <u>40.00</u>
Billing/Invoice Analysts	\$ <u>60.00</u>

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

EXHIBIT D
(Total of 20 pages)

**FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED
BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

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 nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of

the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

1. *Minimum wages.*
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(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)(1)(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)(1)(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 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall 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) (1) 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)(1).
 - 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)(1).
 - 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

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

respectively, will be used.

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

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

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

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

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

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

and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

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

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or

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

(l) Communication

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

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

Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751

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 etseq.
- (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 web site, <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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**TETRA TECH****CONTACT INFORMATION**

2301 Lucien Way, Ste. 120
Maitland, FL 32751
Ph. (321) 441-8511
Fax (321) 441-8501
TDR.Contracts@tetratech.com

Proposal for (RFP 22-038/MR)

Emergency Debris Monitoring Services

Jefferson County, Texas

Copy | August 2022

Leading with Science®

A. Transmittal Letter

Ms. Mistey Reeves, Assistant Purchasing Agent
 Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

August 8, 2022

Subject: Emergency Debris Monitoring Services (RFP 22-038/MR)

Dear Ms. Reeves and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Jefferson County's (County) request for proposals for Emergency Debris Monitoring Services. For 25 years, Tetra Tech has been providing disaster recovery services to communities across 23 states and 2 US territories. **We are proud to serve as the County's incumbent provider for these services, and look forward to continuing our partnership.** Our team is confident we can provide the services requested by the County in its RFP with precision rooted in experience and understanding of debris monitoring programs, including direct work experience with the County. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County:

- **Proven, Battle-tested Solutions for the County.** We can guarantee the County that we are prepared to seamlessly deliver disaster debris monitoring services because **we have done it for nearly 15 years**. Tetra Tech is a trusted and proven partner to the County, having supported the critical response to Hurricane Ike in 2008, the 2015 floods, Hurricane Harvey in 2017, and most recently in 2019, Tropical Storm Imelda. Our team monitored the removal of more than **476,000 cubic yards (CYs) of total debris** in the aftermath of these disasters, as well as more than **7,500 hanging trees and limbs**. This experience provides our team with an in-depth understanding of the challenges faced by the County. We renew our commitment to providing the County a swift, compliant, and dedicated response during both steady-state conditions and times of disaster.
- **Unmatched Debris Management Experience Throughout the State of Texas.** Since 2008, our firm has **assisted more than 100 communities in Texas** with response and recovery efforts after Hurricanes Rita, Dolly, Ike, Harvey, and most recently, Hurricane Hanna. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, droughts, floods, and currently the COVID-19 pandemic. Our diverse experience in the state gives us an in-depth understanding of the challenges faced by Texas communities. Additionally, Tetra Tech has 7 offices in Texas, allowing us to quickly respond to the County's needs. As proven by our extensive past performance in Texas and throughout the country, the County can rely on Tetra Tech to execute this effort successfully.
- **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the removal of **over 160 million CYs of debris**, resulting in excess of **\$8 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- **Immediate Response Capability to Continuing to Meet the County's Needs.** With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the County within hours of a disaster. **Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas.** In 2017, **Tetra Tech successfully deployed more than 6,000 field staff throughout the country** to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Our simultaneous response to several disasters is proof that we have the staff, resources, and expertise to respond to the County's post-disaster needs. Tetra Tech stands ready to work with the County as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.
- **Deeply Experienced Project Management Team.** We have assembled a team of disaster debris experts who were specifically selected for this engagement based on their experience, programmatic expertise, and availability to respond

to the County's needs. Leading the Tetra Tech Disaster Recovery division is **Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.** Additionally, Will Barton, our proposed project manager, is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance (PA) Grant Program.

- **Strong Beach, Marine, and Vessel Qualifications and Experience.** Our team has led many of the largest beach and marine debris removal programs in United States history. Our experience includes the removal of hundreds of vessels from the environmentally sensitive Florida Keys, debris mapping utilizing our proprietary side scan sonar in Lake Borgne following Hurricane Katrina, and marine and vessel debris removal on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy. We have also led marine debris removal programs for Escambia County, FL; County of Galveston, TX; and Collier County, FL and more recently Brevard, Lee, Monroe, and Volusia Counties under our FDEP contract following Hurricane Irma.
- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA PA reimbursement costs incurred by our clients. We have assisted clients in response to every major disaster occurring in the United States in the last 10 years, including multiple large-scale and state-level programs. As a result, we are deeply familiar with methods for maximizing FEMA funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as PA reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. The County will be supported by senior management team member **Mr. John Buri, who has been extensively involved in numerous emergency management and recovery missions in Texas since 2007.** He has represented over **\$3 billion** in disaster related grants.
- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders. ***RecoveryTrac™* ADMS is validated by the United States Army Corps of Engineers (USACE)** and is the ADMS preferred by USACE debris contractors.
- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

Tetra Tech certifies that this **proposal is valid for 120 days** following submittal and can be extended upon approval by both parties. **Tetra Tech affirms its acceptance of the terms and conditions of the contract resulting from the RFP.**

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments. Proof of authorization can be found immediately following this letter.

Technical Representative: Mr. Ralph Natale
1500 City West Boulevard, Suite 1000, Houston TX 77042
Phone: 321-441-8511 | Fax: 321-441-8501
ralph.natale@tetratech.com

Contractual Representative: Ms. Marina Armanious
1500 City West Boulevard, Suite 1000, Houston TX 77042
Phone: 321-441-8511 | Fax: 321-441-8501
TDR.contracts@tetratech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

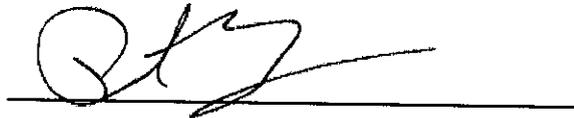
CERTIFICATE
TETRA TECH, INC.

To: Jefferson County, Texas

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

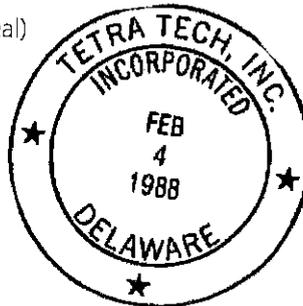
Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to Jefferson County's RFP for Emergency Debris Monitoring Services RFP 22-038/MR. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 8th day of August 2022.



Preston Hopson
Senior Vice President, General Counsel and Secretary

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C. Executive Summary

1. Firm History

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over \$8 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service.**

In total, our team has successfully managed the removal of and reimbursement for over **160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.**

55 YEARS IN BUSINESS	25 YEARS IN DISASTER RECOVERY	160M CUBIC YARDS OF DEBRIS MONITORED	\$8B REIMBURSED TO CLIENTS
WORKS IN 100+ COUNTRIES	7 CONTINENTS Publicly traded on NASDAQ as TTEK Nasdaq	\$3.2 billion ANNUAL REVENUE	ENR RANKINGS #1 Environmental Management #1 Hydro Plants #1 Water #1 Water Treatment/Desalination
		WORKS ON 70,000 PROJECTS ANNUALLY	450 OFFICES WORLDWIDE
		21,000 ASSOCIATES	20,000 CLIENTS

2. Proposal Overview

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services. Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work, including:

- Pre-storm coordination
- Staff mobilization
- Field documentation of work
- Collection monitoring
- Monitor training
- Damage assessment and tracking
- Status reports
- Monitor spot checks and auditing
- Project mapping
- Truck certification
- Debris management/disposal sites
- Quality control and assurance
- Safety meetings and monitoring updates
- Coordination meetings with contractors
- Data management
- Public information support
- Funding support
- Recovery services

In addition to these core elements of the scope of work, Tetra Tech also offers the County unmatched expertise across the entire disaster recovery lifecycle, from hazard mitigation and planning to long-term recovery. As detailed throughout this proposal, Tetra Tech is a proven partner to the County in disaster debris monitoring. We are grateful for the opportunity to renew our partnership, and reaffirm our commitment to providing the County best-in-class service.

In the following pages, we have provided an abridged overview of Tetra Tech's proposal. Additional information about our organization can be found in Tab D (company information), Tab E (personnel and work approach), Tab F (cost information), and Tab G (required forms).

We have a **proven record** of success with the County.

We renew our commitment to providing the County a **swift, compliant, and dedicated response** during both steady-state conditions and times of disaster.

We can ensure the County that we are prepared to seamlessly deliver disaster debris monitoring services because we have **done it for nearly 15 years**. Tetra Tech is a trusted and proven partner to the County, having supported the critical response to Tropical Storm Imelda in 2019, Hurricane Harvey in 2017, the floods in 2015, and Hurricane Ike in 2008.

Following these disasters, our team has monitored the combined removal of more than **476,000 CYs of debris**, as well as more than **7,500 hanging trees, stumps, and limbs**. We rapidly mobilized to respond to the County's needs, including hiring and managing a team of over **142 field monitors**.

15-Year Activation Metrics for Jefferson County

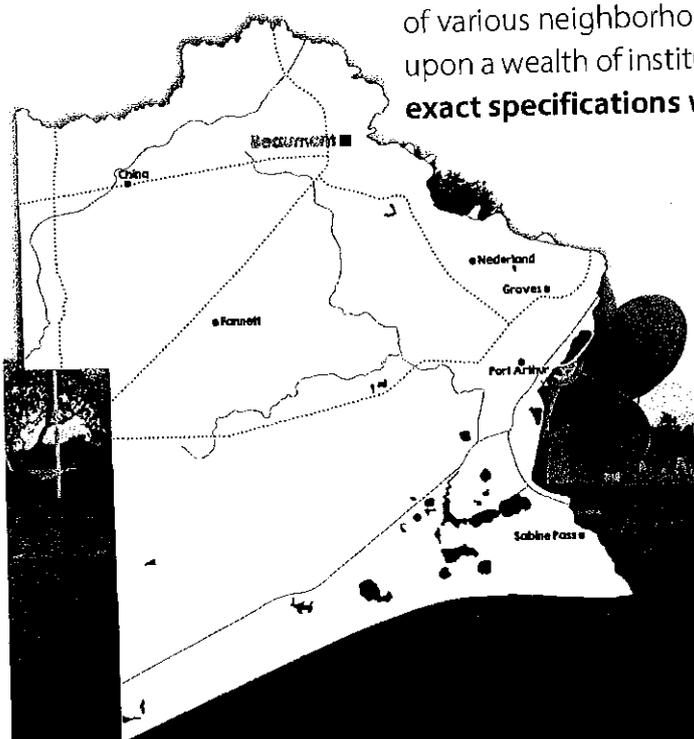
476K+ CY of Debris Monitored

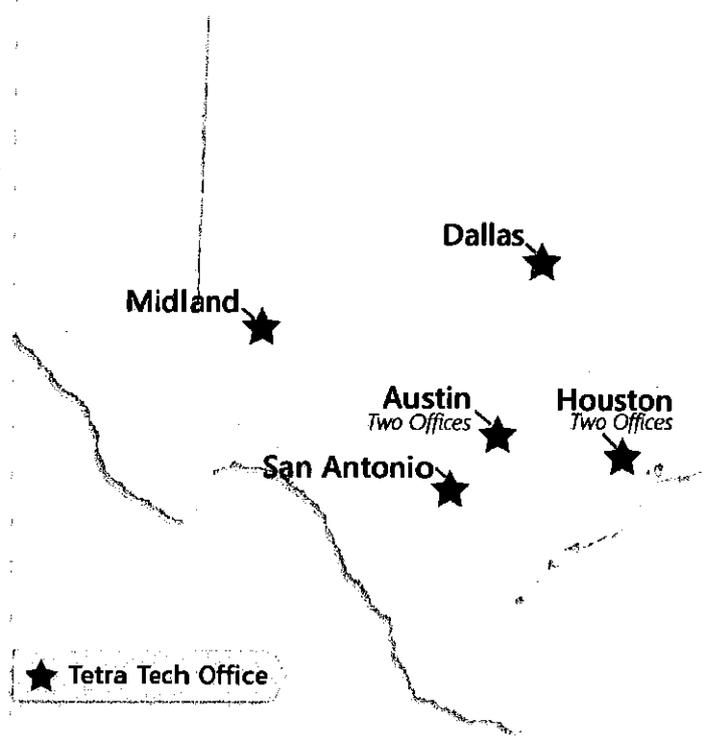
7.5K+ Hazardous Trees & Limbs Removed

142+ Local Staff Hired

We know Jefferson County, from the Gulf Coast to the Neches River.

We have gained immense knowledge of Jefferson County's disaster activation expectations and workflows based on our prior disaster debris monitoring work in response to disasters over the past 15 years. From proposed debris management site locations to state and local roadway requirements, to needs of various neighborhoods throughout the County – the Tetra Tech team draws upon a wealth of institutional knowledge to **provide solutions to the County's exact specifications with zero learning curve.**



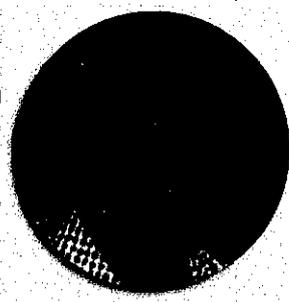


We have unmatched experience in Texas.

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With seven offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, Tetra Tech has monitored the removal of **over 33 million CYs of debris and more than 465,000 hangers, leaners, and stumps for over 100 clients across the State of Texas, including assisting Jefferson County following several disasters.**

We are the best equipped team.

The proposed team is the best in the industry and has honed lessons learned through our multiple activations for the County to deliver an enhanced model of operations.



The Tetra Tech team is led by **Project Manager Will Barton**. Will has served as project and operations manager with Tetra Tech for more than 8 disaster activations since 2017.

Nothing can beat our *RecoveryTrac*™ ADMS.

Tetra Tech utilizes its proprietary automated debris management system (ADMS) technology. Via *RecoveryTrac*™ ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. *RecoveryTrac*™ ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders.

RecoveryTrac™ ADMS is validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.



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D. Proposer Identifying Information

1. Firm Information

Please find the requested company information in the table below.

Requirement	Response
a. Name and Address of Firm	Tetra Tech Inc. <i>Disaster Recovery Headquarters</i> 2301 Lucien Way, Suite 120 Maitland, FL 32751
b. Type of Business Entity	Corporation
c. Place of Incorporation	Delaware
d. Name and Location of Major Offices Involved in Performance of Contract	Corporate Headquarters 3475 East Foothill Blvd. Pasadena, CA 91107 Houston Office – West 1500 City West Blvd., Suite 1000 Houston, TX 77042 Houston Office – North 11615 N. Houston Rosslyn Houston, TX 77086
e. Principal Contact Person	Betty Kamara, Contracts Manager 2301 Lucien Way, Suite 120, Maitland, FL 32751 Phone: (321) 441-8511 / Fax: (321) 441-8501 95-4148514
f. Federal Employer Identification Number	
f. Jefferson County Business License Number	N/A
g. Full Name and Address for Each Member, Partner, and Employee	Detail for the staff who will perform services on this project is provided within this section. Communications regarding this solicitation can be directed to the address listed above in items (a) and (e).
h. Statement of Financial Stability	Tetra Tech is a stable company with annual operating revenue exceeding \$3 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients. <i>Details further outlining our financial stability and capacity are provided on the next page.</i>

Jefferson County gains the stability and resources of a \$3 billion company.

\$166 million

Available cash as of February 2022

\$749 million

Borrowings at our disposal

\$915 million

Total liquidity available

“

...an opportunity to expand upon our partnership with Jefferson County. We are supportive of the proposal from the highest levels of our organization. With more than \$200 million of liquidity available, we are confident that Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.

—Steven Gurdick,
Financial Officer



”

WORKS IN
100+
COUNTRIES

7
CONTINENTS

Publicly traded
on NASDAQ as

TTEK
Nasdaq

\$3.2 billion
ANNUAL REVENUE

WORKS ON
70,000
PROJECTS
ANNUALLY

450
OFFICES
WORLDWIDE

ENR RANKINGS

#1 Environmental Management
#1 Water
#1 Water Treatment/Desalination
#2 Solid Waste Management

20,000
CLIENTS

21,000

ASSOCIATES 

We provide **optimal value** to our clients.

Tetra Tech provides a cost-effective solution to recovering communities. Our team of emergency management, disaster recovery, and infrastructure experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients.

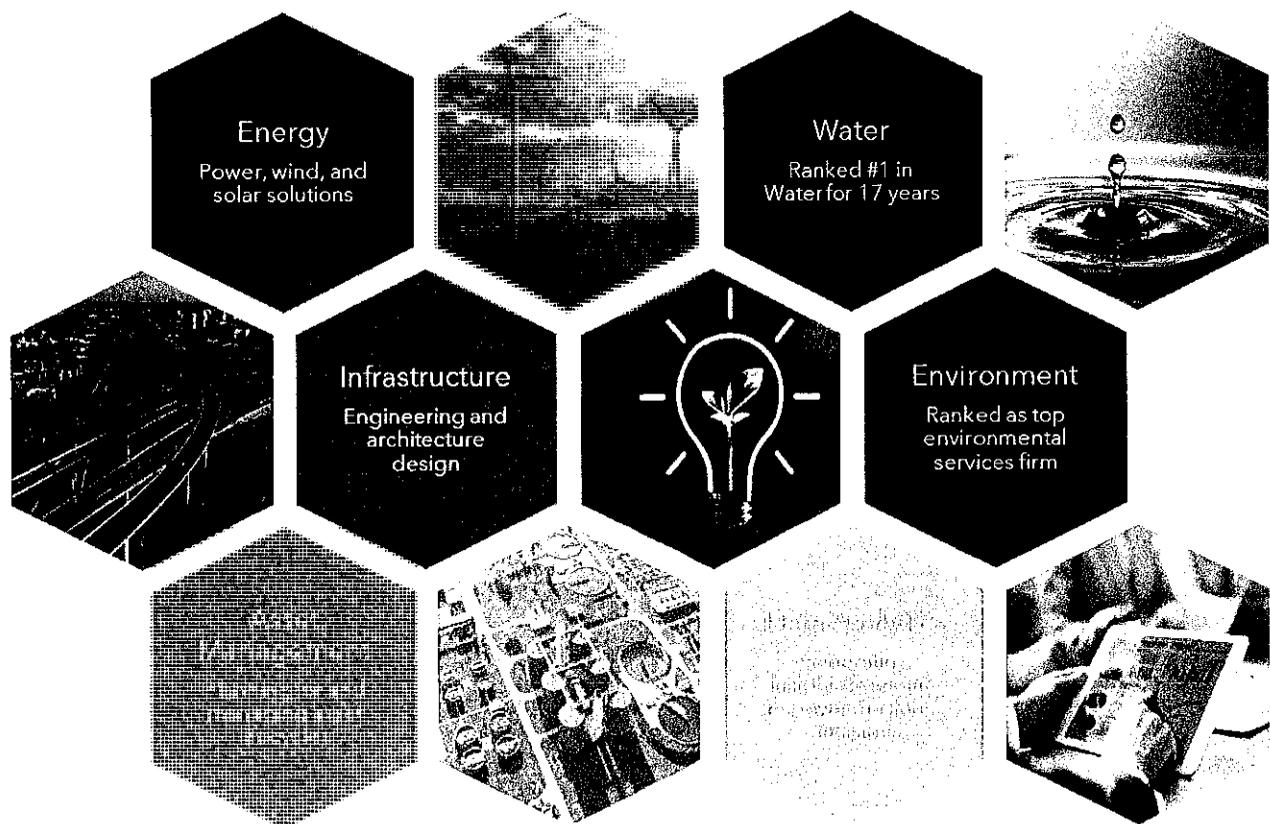
Tetra Tech provides the best value by arming recovering communities with unmatched sophistication in professionalism, reporting, and compliance.

We are grateful for the opportunity to renew our partnership, and look forward to supporting the County as a **trusted and proven partner**.

Firm Overview

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 21,000 employees that is *Leading with Science*[®] to provide innovative solutions to complex problems for our public and private clients.

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.



Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over \$8 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS).** In total, our team has successfully managed the removal of and reimbursement for over **160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.**

Contractual Commitments

While Tetra Tech is an organization of over 21,000 employees with the capability to mobilize for numerous communities, we are very careful not to overextend our staff and resource capability to ensure that we can successfully meet our clients' expectations. Upon careful consideration of these contractual obligations and the capacity of our logistics, equipment, staffing, and ability to mobilize across Texas, we certify that Jefferson County will receive our full commitment to ensure this contract's success at all times. Moreover, we are intentionally assessing future engagements in the area to ensure that we can successfully respond and deliver with dedicated attention once awarded the work. As elaborated throughout this proposal, we have the existing staff, systems, and policies needed to rapidly and effectively respond to the County's needs.

We have successfully accomplished large-scale, rapid deployment before, and are prepared to do it again. **Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas, including to Jefferson County.** In 2017, Tetra Tech successfully deployed more than 6,000 field staff throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. **Due to the nature and deep pool of resources of our firm, we are able to scale to meet the County's need regardless of size or scope of work.** As demonstrated by our prior success in multiple simultaneous activations across the country, Tetra Tech's size, depth, and breadth of resources have consistently proven to be an asset for our clients. *The exhibit below lists Tetra Tech's current contractual obligations for debris monitoring for clients in Texas and Louisiana within 75 miles from Jefferson County.*

Exhibit D-1: List of Pre-Positioned Contracts

	Client Name	Client Name
CONFIDENTIAL	Calcasieu Parish Police Jury, Louisiana	Orange County, Texas
	Beaumont, Texas	Pine Forest, Texas
	Bridge City, Texas	Rose Hill Acres, Texas
	Hardin County, Texas	Sulphur, Louisiana
	Harris County, Texas	Vidor, Texas
	Lake Charles, Louisiana	Vinton, Louisiana
	Nassau Bay, Texas	Westlake, Louisiana

Claims and Litigation

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations.

Therefore, Tetra Tech certifies that it, as well as its principal/officers, have:

- No current claims, demands, contracts terminated, or lawsuits filed/threatened/pending related to disaster debris monitoring services or the payment of monies thereof for the last three (3) years.
- No administrative actions or warnings taken or issued by any federal, state or local government agency related to disaster debris monitoring services or the payment of monies thereof.

2. Experience, Knowledge, and Expertise

55+ Years in Business	25 Years in Disaster Recovery	160M CYs of Debris Monitored	\$8 B Reimbursed to Clients	3,000+ Clients Nationwide
---------------------------------	---	--	---------------------------------------	-------------------------------------

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness. Our team offers deep understanding of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Tetra Tech has been activated for more than 90 disasters, including:

 30 Hurricanes	 5 Ice Storms	 4 Snowstorms	 8 Floods	 13 Fires
 12 Tornadoes	 5 Tropical Storms	 1 Drought	 1 Biological Incident	

Our 90+ activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received**. We work with state and local governments to navigate federally-funded programs and are committed to advocating for and providing the best service to our clients.

Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support.

Exhibit D-2: Experience Matrix (2001–2022)

90 EVENTS 2001 - 2022

2022

WINTER STORM VA - 1 Client
KY SEVERE STORMS/TORNADOES - 2 Clients

2021

DIXIE FIRE - 1 Client
HURRICANE IDA - 9 Clients
BUILDING COLLAPSE - 1 Client
SEVERE STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
SEVERE STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020

HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019

TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018

HURRICANE MICHAEL - 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017

WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

2016

HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINE - 1 Client
SEVERE STORMS & FLOODING - 2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015

WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014

FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

2013

ICE STORM - 2 Clients
FLOODING - 1 Client

2012

HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

2011

NOR'EASTER WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010

FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client

2009

ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

2008

HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients



160 Million
Total Cubic Yards
of Disaster Debris

2007

MIDWEST ICE STORM - 3 Clients
GROUNDHOG DAY TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients

2006

BUFFALO SNOW STORMS - 6 Clients

2005

HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Client

2004

HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002

HURRICANE LILI - 1 Client

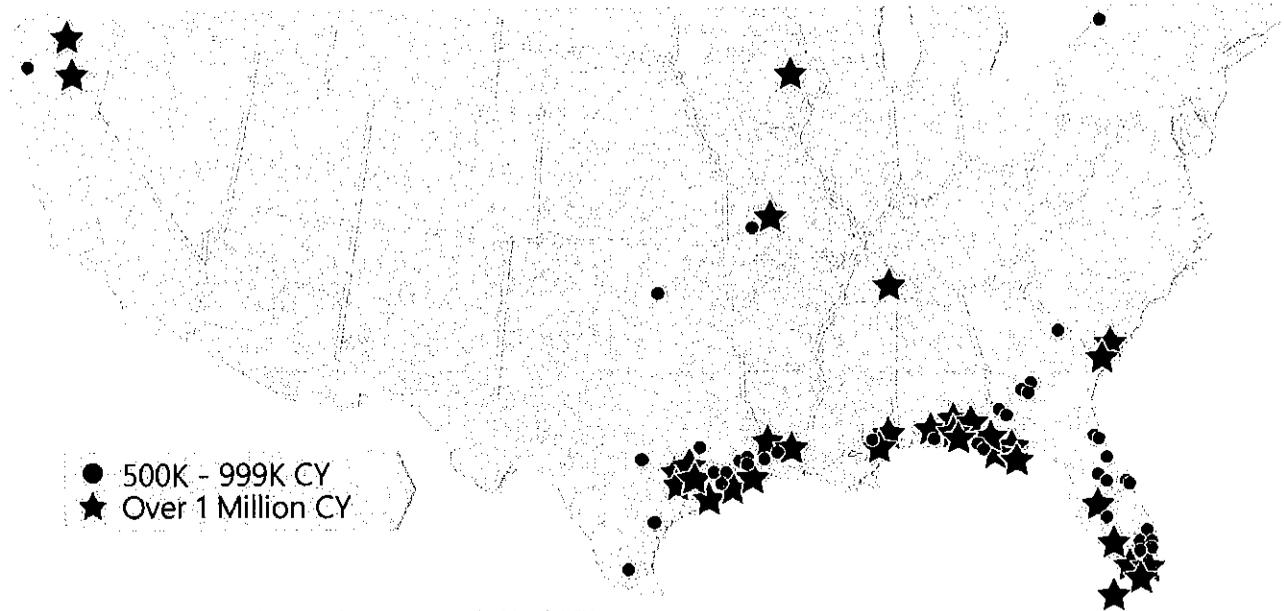
2001

TROPICAL STORM GABRIELLE - 1 Client

Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. *More than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017-2018.* Tetra Tech understands the unique aspects and special considerations related to large-scale operations.

Exhibit D-3: Large Project Experience



Top 20 Debris Monitoring Projects by Cubic Yard (CY)



CalRecycle
Camp Wildfire, 2018



Calcasieu Parish, LA
Hurricane Laura, 2020



Houston, TX
Hurricane Ike, 2008



Escambia County, FL
Hurricane Ivan, 2004



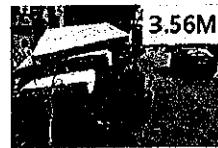
Baldwin County, AL
Hurricane Sally, 2020



Lake Charles, LA
Hurricane Laura, 2020



Miami-Dade County, FL
Hurricane Katrina, 2005



Miami-Dade County, FL
Hurricane Irma, 2017



Collier County, FL
Hurricane Irma, 2017



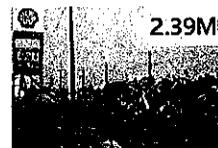
Gulfport, MS
Hurricane Katrina, 2005



Bolivar Peninsula, TX
Hurricane Ike, 2008



Harrison County, MS
Hurricane Katrina, 2005



Harris County, TX
Hurricane Ike, 2008



Miami-Dade County, FL
Hurricane Wilma, 2005



Polk County, FL
Hurricane Irma, 2017



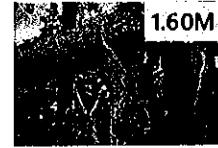
Hilton Head Island, SC
Hurricane Matthew, 2016



Galveston, TX
Hurricane Ike, 2008



Santa Rosa County, FL
Hurricane Dennis, 2005



Beaufort County, SC
Hurricane Matthew, 2016



Escambia County, FL
Hurricane Dennis, 2005

Unmatched Texas Comprehensive Disaster Recovery Experience

Tetra Tech has assisted more clients in Texas with comprehensive disaster recovery programs, including debris management programs, than any other firm. With eight offices and hundreds of disaster recovery professionals throughout the State of Texas, we are able to respond quickly to our clients' needs. Over the years, **Tetra Tech has monitored the removal of over 33 million CYs of debris and more than 465,000 hangers, leaners, and stumps for over 100 clients across the State of Texas.**

Exhibit D-4: Texas Disaster Recovery

2021-2022

Winter Storms | DR-4586
 City of Austin
 City of Friendswood
 Harris County

**COVID-19 Pandemic
 DR-4486 & CRF**
 City of Frisco

2020

Hurricane Hanna | EM-3530
 City of Edinburg
 City of Pharr
 Hidalgo County
 Nueces County

**COVID-19 Pandemic
 DR-4485 & CRF**
 Harris County
 City of Houston

Hurricane Laura | DR-4572
 Orange County

2019

Tropical Storm Imelda | DR-4466
 Harris County
 Jefferson County
 Orange County

2017

Hurricane Harvey | DR-4332

City of Bellaire	City of Victoria
City of Corpus Christi	Town of Refugio
City of Houston	Aransas County
City of Dickinson	Brazoria County
City of Katy	Fort Bend County
City of Friendswood	Galveston County
City of Groves	Harris County
City of League City	Jefferson County
City of Nassau Bay	Liberty County
City of Nederland	Montgomery County
City of Pasadena	Nueces County
City of Pearland	Orange County
City of Port Aransas	Port of Corpus Christi Authority
City of Port Neches	Texas DOT
City of Rockport	Victoria County
City of Seabrook	
City of Sugar Land	

2016

Severe Storms | DR-4269 & 4272

Brazoria County	Montgomery Cty.
Harris County	Waller County
City of Houston	Austin County

2015

Severe Storms | DR-4223 & 4245

Blanco County	City of San Marcos
Calwell County	Hays County
City of Bellaire	Hidalgo County
City of Friendswood	Texas State University
City of Houston	Town of Wimberley
City of Martindale	

2012

Drought & Wildfire | DR-4029

Bastrop County	City of Houston
TxDOT	

2011

Tropical Storm Alex | DR-1931
 Hidalgo County

2008

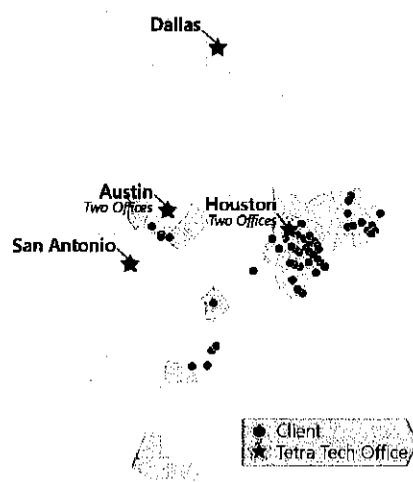
Hurricane Ike | DR-1791 | Total Clients: 77

TxDOT	City of Alvin	City of Silsbee
City of Houston	City of Sugarland	City of Freeport
Harris County	City of Santa Fe	City of Groves
City of Galveston	City of La Marque	City of Webster
Galveston County	City of Seabrook	City of Kountze
City of Baytown	City of Kemah	City of Fulshear
City of Beaumont	City of Angleton	City of Kandleton
Montgomery County	City of Jamaica Beach	City of Magnolia
Chambers County	Lumberton County	City of Missouri City
Orange County	City of Bellaire	City of Montgomery
Fort Bend County	City of Nederland	City of Needville
City of Friendswood	City of Deer Park	City of Oak Ridge North
City of Pasadena	City of Bayou Vista	City of Orchard
City of Pearland	City of Clute	City of Richmond
Hardin County	City of Clear Lake	City of Rosenberg
City of League City	City of Port Neches	City of Sheroadoah
City of Dickinson	City of Marvel	City of Simonton
City of Texas City	City of Sour Lake	City of Woodbranch
Jefferson County	City of Brookside Village	

Hurricane Dolly | DR-1780

Hidalgo County	City of Indian Lake	City of Primera
Cameron County	City of La Villa	City of Progreso Lakes
City of Weslaco	City of Lajoya	City of Progreso
City of Alamo	City of Mercedes	City of Rancho Viejo
City of Alton	City of Mission	City of Rio Hondo
City of Bayview	City of Palm Valley	City of San Benito
City of Donna	City of Palmhurst	City of San Juan
City of Edcouch	City of Palmview	City of Santa Rosa
City of Eisa	City of Penitas	City of South Padre Island
City of Granjeno	City of Pharr	City of Sullivan City

Hurricane Rita | DR-1606
 Jefferson County
 Montgomery County



Spotlight On: Our Long-Term Partnership with Jefferson County

We are proud of the relationships we have built with Jefferson County over more than 15 years, and are committed to maintaining a strong partnership throughout steady-state operations and times of disaster. Following each activation, our team has worked side-by-side Jefferson County staff for numerous FEMA audits of debris removal operations, which have all passed successfully. The Tetra Tech team is dedicated to the County's response and recovery operations and is prepared to mobilize in just hours upon notice. Additionally, Tetra Tech has been a part of several County-wide training exercises to discuss the latest changes in FEMA policy and debris operations. Our team has stood ready for severe weather threats to the County, such as the 2016 floods and Hurricanes Laura and Delta in 2020. **We have stood with the County before, during, and after disasters before, and we are grateful for the opportunity to continue our partnership.**

Jefferson County Activations by the Numbers

Tropical Storm Imelda

57K+ CYs of Debris Monitored

25 Local Hires

Hurricane Harvey

149K+ CYs of Debris Monitored

117 Local Hires



Hurricane Ike

206K+ CYs of Debris Monitored

7.5K+ Hazardous Trees Removed

What do our clients say?

Efficiency and Agility

"Tetra Tech's experienced project management and efficient working relationship with the City's hauler firm made it possible to accommodate the fluctuating needs for staffing and resources. As such, the City of Alexandria was one of the first municipalities of its size to complete debris removal operations following Hurricane Laura. Based on Tetra Tech's efficiency and agility, they have my recommendation for disaster debris services."

-Darren Green, City of Alexandria, Louisiana

Extraordinary Service

"Tetra Tech immediately responded to the Parish... During the five-month project, we had visibility into the project's progress thanks to the Geoportal provided by your data team. Tetra Tech's service was extraordinary, and I highly recommend your services to any community in need of disaster response and recovery assistance following a natural disaster."

-Jacob Dillehay, Allen Parish Police Jury, Louisiana

Speed, Accuracy, and Transparency

"We are very thankful for the transparency into project operations and the speed and accuracy of the progress reports provided to help the Parish maintain abreast of the project's progress. Tetra Tech's real-time reporting and geoportal capabilities were integral in keeping us informed. Tetra Tech staff were attentive and responsive to our inquiries and displayed a high-level of professionalism. Throughout the project, it was evident that your team had the experience and expertise needed to successfully complete our debris management program and assist with FEMA reimbursement."

-Huey Bryan Borill, Acadia Parish Police Jury, Louisiana

Professionalism Matched by None

"Tetra Tech was quickly onsite and ready to move into action with a professionalism matched by none. Tetra Tech's management team worked hand in hand with our contractors, county crews and county staff to ensure that all FEMA compliance requirements were held to exemplary status; paying special attention to details, and the unique needs of our county and our citizens. Your entire team demonstrated outstanding skills for disaster recovery management, and I will attest to their superior management skills and team work. Tetra Tech's diligence, initiative, and assertiveness with all contractors, FEMA, and our own staff contributed to the success of our hazardous tree removal program."

-Clara Beckett, Bastrop County, Texas

Untiring Efforts and Expertise

"The initial contact and support provided by your entire team was outstanding... Immediately upon their arrival, they integrated with our County task force, which was comprised of Emergency Manager and Public Works Division personnel, and constantly provided essential guidance. The support you provided in terms of FEMA requirement interpretation, and overall project management was always reassuring to our task force. Most importantly, the Tetra Tech team worked extremely well with our debris collection contractor - CERES, and our FEMA mission assigned USACE representatives... The Tetra Tech teams' untiring efforts and expertise are most likely one of the reasons the county successfully completed the 45 day emergency debris removal operation - on time and in budget."

-John Agan, Hamilton County, Tennessee

Debris Monitoring Experience Over the Past 5 Years

Exhibit D-4 provides an abbreviated experience matrix for projects conducted over the past 5 years. Tetra Tech can provide specific references and additional information upon request.

Exhibit D-5: Experience Matrix (2017–Present)

Year	Disaster	Representative Client(s) *Work In Progress	Size (CYs)								
				Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stamp Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2021	Dixie Fire Clients Served: 1	CalRecycle (State Contract)* Alan Zamboanga, (916) 341-6450	Ongoing	■	■	■	■	■	■	■	■
	Hurricane Ida Clients Served: 1	City of Central, LA	62,878	■	■	■	■	■	■	■	■
		Iberville Parish, LA Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	10,846	■	■	■	■	■	■	■	■
		Tangipahoa Parish, LA*	2,930,005 (ongoing)	■	■	■	■	■	■	■	■
	Surfside Condo Collapse Clients Served: 1	Miami-Dade County, FL Michael Fernandez, (786) 473-7314, michael.fernandez@miamidadegov	10,264 (tons)	■	■	■	■	■	■	■	■
	Tennessee Severe Storms and Floods Clients Served: 1	Metro Nashville and Davidson County, TN Phillips Jones, (615) 533-2377, philip.jones@nashville.gov	804 (tons)	■	■	■	■	■	■	■	■
	Alabama Tornado Clients Served: 3	Calhoun County, AL	228,268	■	■	■	■	■	■	■	■
2020	Winter Storms Clients Served: 1	Virginia Department of Transportation Stephen Fritton (804) 609-5399, stephen.fritton@vdot.virginia.gov	471,000	■	■	■	■	■	■	■	■
	California Wildfire Clients Served: 1	CalRecycle Northern Branch*	488,993 (tons)	■	■	■	■	■	■	■	■
		Audubon Society of LA Cecilie Halliwill, (504) 212-5325 challiwill@auduboninstitute.org	19,408	■	■	■	■	■	■	■	■
		City of Diamondhead, MS Mike Reso (228) 222-4626 Ext. 1802 mreso@diamondhead.ms.gov	200,556	■	■	■	■	■	■	■	■
	Hurricane Zeta Clients Served: 7	City of Gulfport, MS Wayne Miller (288) 868-5740 wmliller@gulfport-ms.gov	483,147	■	■	■	■	■	■	■	■
		City of Waveland, MS Mickey Lagasse (228) 467.4143 mlagasse@waveland-ms.gov	216,681	■	■	■	■	■	■	■	■
		City of Slidell, LA Blaine Clancy (985) 646-4270 bclancy@cityofslidell.org	340 hangers/ hazardous trees	■	■	■	■	■	■	■	■
		Dallas County, AL Heath Sexton (334) 375-1587 hsexton@dallscounty_al.org	222,732	■	■	■	■	■	■	■	■
		Hancock County, MS Scotty Adam (228) 467-0172 Scotty.Adam@co.hancock.ms.us	64,520	■	■	■	■	■	■	■	■
	Hurricane Delta Clients Served: 3	City of Youngsville, LA Sally Angers (337) 857-6925 SallyAngers@youngsvilleLA.gov	7,646	■	■	■	■	■	■	■	■
		St. Martin Parish, LA Heath Babineaux (337) 394-4798 Hbabineaux@stmartinparish.net	30,600	■	■	■	■	■	■	■	■
		Baldwin County, AL Terri Graham (251) 331-4158 TGraham@baldwincountyal.gov	4,425,281	■	■	■	■	■	■	■	■
Hurricane Sally Clients Served: 4		City of Pensacola, FL John Pittman	574,579	■	■	■	■	■	■	■	

(850) 435-1894 | Jpittman@cityofpensacola.com

Okaloosa County, FL

Jim Reece
(850) 978-1063 | jreece@co.okaloosa.fl.us

Acadia Parish, LA

Chance Henry
(337) 824-7720 | electchancehenry@gmail.com

Calcasieu Parish, LA

Theresa Champeaux
(337) 540-8094 | tchampeaux@calcasieuparish.gov

City of Lake Charles, LA

Jeff Jones
(337) 540-1707 | jjones@cityoflc.us

City of Sulphur, LA

Stacy Dowden
(337) 764-8044 | sdowden@sulphur.org

Jefferson Davis Parish, LA

Renee Hicks
(337) 824-4792 | renee@jdppj.net

Orange County, TX

Leon George
(409) 238-9169 | lgeorge@co.orange.tx.us

Town of Holden Beach, NC

Heather Finnell
(910) 842-6488 | heather@hbtownhall.com

Town of Ocean Isle Beach, NC

Justin Whiteside
(910) 579-3469 | justin@oibgov.com

Town of Oak Island, NC

Rose Braam
(910) 201-8015 | rbraam@ci.oak-island.nc.us

Hidalgo County, TX

Mr. Judge "J.D." Salinas
(956) 318-2600 | jd.salinas@gsa.gov

Barnwell County, SC

Mr. Roger Riley
(803) 541-2013 | riley@barnwellsc.com

City of Chattanooga, TN

Elizabeth Goss
(229) 894-4591 | egoss@chattanooga.gov

Hamilton County, TN

John Agan
(423) 315-3840 | johna@HamiltonTN.gov

Metro Nashville and Davidson County, TN

Phillips Jones
(615) 533-2377 | phillip.jones@nashville.gov

Harris County, TX

Ms. Danielle Cioce, MS
(551) 427-6581 | danielle.cioce@hcpid.org

Jefferson County, TX

Patrick Swain
(409) 835-8500 | pswain@co.jefferson.tx.us

Colleton County, SC

Carla W. Harvey, PE
(843) 782.3104 | Cell - (843) 909-4653
charvey@colletoncounty.org

Dorchester County, SC

Mr. Mario Formisano
(843) 832-0341 | MFormisano@dorchestercounty.net

City of Ruston, LA

John Freeman
(318) 245-2398 | jfreeman@ruston.org

Hurricane Laura
Clients Served: 17

Hurricane Isaias
Clients Served: 6

Hurricane Hanna
Total CYs: 327,035
Clients Served: 4
South Carolina

Severe Storms and Tornadoes
Total CYs: 783
Clients Served: 1

Tennessee Severe Storms and Tornadoes
Total CYs: 1,039,455
Clients Served: 3

Tropical Storm Imelda
Total CYs: 73,336
Clients Served: 3

Hurricane Dorian
Total CYs: 63,719
Clients Served: 5

Louisiana Severe Storms and Tornadoes
Total CYs: 30,516
Clients Served: 5

30,794	■	■	■	■	■
98,595	■	■	■	■	■
6,950,234	■	■	■	■	■
4,314,878	■	■	■	■	■
838,412	■	■	■	■	■
140,874	■	■	■	■	■
723,064	■	■	■	■	■
2,150	■	■	■	■	■
6,966	■	■	■	■	■
62,394	■	■	■	■	■
187,135	■	■	■	■	■
783	■	■	■	■	■
322,200	■	■	■	■	■
408,305	■	■	■	■	■
308,949	■	■	■	■	■
15,907	■	■	■	■	■
57,429	■	■	■	■	■
4,272	■	■	■	■	■
31,294	■	■	■	■	■
30,516	■	■	■	■	■

2019

Year	Event	Total CYs	Total Tons	Clients Served	Client Name	Contact	Value	Col 1	Col 2	Col 3	Col 4	Col 5
2018	Alabama Severe Storms and Tornadoes	176,780	7,262	1	Lee County, AL	Patrick Harvill (334) 737-7011 Pharvill@leeco.us	176,780 (and 7,262 Tons)	■	■	■	■	■
					Lynn Haven, City of, FL	Vickie Gainer (850) 265-2121 ext 112 vgalner@cityoflynnhaven.com	1,280,400	■	■	■	■	■
	Hurricane Michael	10,618,496	13	Callaway, City of, FL	Ed Cook (850) 215-6691 Citymanager@cityofcallaway.com	1,468,100	■	■	■	■	■	■
				Parker, City of, FL	Rich Musgrave (850) 871-4104 rchmusgrave@cityofparker.com	548,800	■	■	■	■	■	
				Wakulla County, FL	Brandy Raye King (850) 745-7711 bking@rnywakulla.com	38,085	■	■	■	■	■	
				Franklin County, FL	Pamela Brownell (850) 653-8977, ext. 10 Em3frank@fairpoint.net	126,087	■	■	■	■	■	
				Albany County, GA	Phil Roberson (229) 357-0667 PRoberson@dougherty.ga.us	363,000	■	■	■	■	■	
				Dougherty County, GA	Michael McCoy (229) 431-2193 MMCoy@dougherty.ga.us	207,000	■	■	■	■	■	
				New Bern, City of, NC	Matt Montanye (252) 646-3984 MontanyeM@newbern-nc.org	155,400	■	■	■	■	■	
				Craven County, NC	Steven Aster (252) 658-7179 saster@cravencountync.gov	59,800	■	■	■	■	■	
Lenoir County, NC				Samuel Kornegay (252) 361-1788 skornegay@co.lenoir.nc.us	34,662	■	■	■	■	■		
Fayetteville, City of, NC				Jackie Tuckey (910) 433-1854 jtuckey@ci.fay.nc.us	134,282	■	■	■	■	■		
Connecticut Tornadoes	193,222	4	Brookfield, CT	Ralph Tedesco (203) 775-7318 rtedesco@brookfieldct.gov	175,442	■	■	■	■	■		
			California Wildfires (2017-18)	2,278,740	4 (6 Wildfires)	CalRecycle, CA	Alan Zamboanga (916) 341-6450 alan.zamboanga@calrecycle.ca.gov	2,278,740 Tons	■	■	■	■
2017	Hurricane Irma	20,113,657	67			Miami-Dade County, FL	Michael Fernandez (786) 473-7314 michael.fernandez@miamidade.gov	3,558,943	■	■	■	■
				Polk County, FL	Jay M. Jarvis, P.E. (863) 581-0163 JayJarvis@polk-county.net	2,244,330	■	■	■	■	■	
				Collier County, FL	Dan Rodriguez (239) 252-2504 danrodriguez@colliergov.net	4,004,300	■	■	■	■	■	
				Miami, City of, FL	Marlo Nunez (786) 479-4097 MFNunez@miamigov.com	540,053	■	■	■	■	■	
				Seminole County, FL	Jeff Waters (407) 665-2253 jwaters02@seminolecountyfl.gov	824,534	■	■	■	■	■	
				Lake County, FL	Mary Hamilton (352) 253-6006 mhamilton@lakecountyfl.gov	355,000	■	■	■	■	■	
				Brevard County, FL	Euripides Rodriguez (321) 633-2042 Euripides.rodriguez@brevardfl.gov	653,953	■	■	■	■	■	
				Pinellas County, FL	Sean Tipton	380,000	■	■	■	■	■	

<p>Hurricane Harvey Total CYs: 5,445,225 Clients Served: 31</p> <p>Georgia Tornadoes Total CYs: 920,000 Clients Served: 2</p>	(727) 464-8809 stipton@co.pinellas.fl.us Holly Hill, City of, FL	46,876	■	■	■	■	■
	Antoine Khoury (386) 248-9493 akhoury@hollyhillfl.org South Daytona, City of, FL	27,908	■	■	■	■	■
	Les Gillis, P.E. (386) 322-3080 lgillis@southdaytona.org Corpus Christi, City of, TX	536,074	■	■	■	■	■
	Gabriel Maldonado (361) 826-3165 gabrielm@cctexas.com Dickinson, City of, TX	182,354	■	■	■	■	■
	Connie Nicholson (281) 337-2489 ext. 224 cniicholson@ci.dickinson.tx.us Fort Bend County, TX	338,277	■	■	■	■	■
	Marc Grant (832) 473-2730 grantmar@co.fort-bend.tx.us Friendswood, City of, TX	135,957	■	■	■	■	■
	Brian Mansfield (281) 996-3335 bmansfield@ci.friendswood.tx.us Harris County, TX	1,129,652	■	■	■	■	■
	Danielle Cioce (551) 427-6581 danielle.cioce@hccpid.org Houston, City of, TX	2,500,000	■	■	■	■	■
	Joanne Song Yu (832) 393-0484 Joanne.Song@houstontx.gov Humble, City of, TX	22,737	■	■	■	■	■
	James Nykaza (281) 853-7832 jnykaza@cityofhumble.net Katy, City of, TX	24,000	■	■	■	■	■
	Jason Rivera (281) 391-4796 jrivera@cityofkaty.com League City, City of, TX	116,461	■	■	■	■	■
	Ogden "Bo" Bass, AICP (281) 554-1007 bo.bass@leaguecitytx.gov Montgomery County, TX	119,572	■	■	■	■	■
	Darren Hess (936) 523-3910 Darren.Hess@mctx.org Nassau Bay, City of, TX	6,323	■	■	■	■	■
	Jamie L. Galloway (281) 336-6298 jamie.galloway@nassaubay.com Pasadena, City of, TX	30,164	■	■	■	■	■
	Robin S. Green, Jr., P.E. (713) 475-7836 rgreen@pasadenatx.gov Seabrook, City of, TX	1,592	■	■	■	■	■
	Kevin Padgett (281) 291-5656 kpadgett@seabrooktx.gov Albany County, GA	380,000	■	■	■	■	■
	Phil Roberson (229) 357-0667 PRoberson@dougherty.ga.us Dougherty County, GA	540,000	■	■	■	■	■
Michael McCoy (229) 431-2193 MMcCoy@dougherty.ga.us							

Broad Experience Maximizing Federal Grant Programs

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$8 billion in reimbursed costs**. Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant

- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through the FEMA PA Program. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement. Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the County based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management as they occur.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**

Exhibit D-6: Overview of Federal Grant Funding Experience

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2021	Iowa, State of	CV19	CCS	227,500,000														
2021	Texas, State of	CV19	ERAP	1,308,000,000														
2021	Richland County SC	CV19	ERAP	12,500,000														
2021	Broward County, FL	CV19	ERAP	58,965,000														
2021	Charleston County, SC	CV19	ERAP	22,200,000														
2021	Pinellas County, FL	CV19	ERAP	21,400,000														
2021	St. Petersburg, FL	CV19	ERAP	8,000,000														
2021	Leon County, FL	CV19	ERAP	19,600,000														
2021	Mobile County, AL	CV19	ERAP	12,300,000														
2021	Winston-Salem/Forsyth City, NC	CV19	ERAP	11,500,000														

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2021	Greenville County, SC	CV19	ERAP	15,800,000														
2021	Orlando, FL	CV19	ERAP	8,600,000														
2021	Lexington County, SC	DR-4241	CDBG-MIT	15,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Monroe County, FL	DR-4337	CDBG-DR	15,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Walton County, FL	CV19	COVID PA	131,470	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Frisco, TX	DR 4586	FEMA PA	700,000							■	■	■	■	■	■	■	■
2021	Frisco, TX	CV19	FEMA PA	500,000							■	■	■	■	■	■	■	■
2021	Frisco, TX	CV19	CRF	3,700,000						■	■	■	■	■	■	■	■	■
2021	Harris County, TX	DR 4586	PA	12,300,000	■						■	■				■	■	
2021	Philadelphia, PA	DR 4618	PA	30,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2021	Ft. Myers, FL	DR 4486	PA, CRF	2,748,000							■	■	■	■	■	■	■	■
2020	Hamilton County, TN	DR-4514 CV19	FEMA PA	1,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	DR 4496	FEMA PA	200,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Harris County, TX	DR 4855	FEMA PA	200,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Houston, TX	DR 4855	FEMA PA	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Miami, FL	DR-4337	Appeals	17,000,000														■
2020	Houston, TX	CV19	CRF	404,000,000							■							
2020	Philadelphia, PA	CV19	CRF	276,400,000							■							
2020	Palm Beach County, FL	CV19	CRF	261,000,000							■							
2020	Brevard County, FL	CV19	CRF	105,000,000							■							
2020	U.S. Virgin Islands Housing	DR 4335-VI DR 4340-VI	CDBG-MIT	2,000,000,000						■	■							
2020	LA GOHSEP Vernon-Parish	DR 4559	PA	13,000,000							■	■						
2020	LA GOHSEP Lafayette Delta	DR 4570	PA	14,488,000							■	■						
2020	LA GOHSEP Abbeville Laura	DR 4559	PA	376,000							■	■						
2020	LA GOHSEP Lafayette Laura	DR 4559	PA	3,757,000							■	■						
2020	LA GOHSEP Abbeville Delta	DR 4570	PA	222,000							■	■						
2020	Houston, TX	DR 4586	PA	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Long Beach, CA	DR 4482	PA, CRF	150,753,000							■	■	■	■	■	■	■	■
2020	Iowa Dept of Human Services	DR 4482	CRF	7,800,000							■	■	■	■	■	■	■	■
2020	LA GOHSEP SAL	DR 4570, DR 4559	PA	312,600,000							■							
2020	LA GOHSEP COVID19 TO 8.2	DR 4484	PA	87,048,000							■							
2020	CR-Mass COVID-19 WO3/05	DR 4496	PA	75,000,000			■	■		■	■	■	■	■	■	■	■	■
2020	State of Connecticut	DR 4500	PA	450,000,000							■	■	■	■	■	■	■	■
2020	Philadelphia, PA	DR 4506	PA, CRF, HMGP	375,000,000							■	■	■	■	■	■	■	■
2020	Dunedin, FL	DR 4486	PA	38,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Harris County, TX	DR 4485	PA, CRF	200,000,000 426,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Houston, TX		CRF	404,000,000										■				■
2020	Houston, TX	DR 4332	PA	575,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2019	Harris County, TX	DR 4332	CDBG	1,200,000,000														
2019	Missouri, State of	DR 4451	PA	2,947,200														
2019	Missouri, State of	DR 4435	PA	5,664,229														
2019	Commonwealth of Puerto Rico	DR 4339	PA, HMGP	60,000,000,000														
2019	Barnwell County, SC	DR 4479	HMGP	4,800,000														
2018	State of Florida DEO	DR 4337	CDBG-DR	616,000,000														
2018	Callaway, FL	DR 4399	PA	50,000,000														
2018	Lynn Haven, FL	DR 4399	PA	50,000,000														
2018	Dougherty County, GA	DR 4400	PA	10,000,000														
2018	Albany, GA	DR 4400	PA	10,000,000														
2018	Ventura County, CA	DR 4353	PA	100,000,000														
2018	Callaway, FL	DR 4399	PA	27,098,000														
2018	Lynn Haven, FL	DR 4399	PA	54,810,000														
2018	Albany, GA	DR 4400	PA	17,773,000														
2018	Anchorage, AK	DR 4413	PA	11,936,000														
2018	Lake County, CA	DR 5262	PA	21,531,000														
2018	Ventura County, CA	DR 4407	PA	76,755,681														
2018	Lake County, CA	DR 4399	PA	1,990,433,000														
2018	Walton County, TX		FMA	1,500,000														
2018	Houston, TX	DR 4485	PA	12,500,000														
2017	State of Louisiana OCD	DR 4277	CDBG-DR	1,600,000,000														
2017	Houston, TX	DR 4332	PA	2,400,000,000														
2017	South Daytona, FL	DR 4337	PA	6,000,000														
2017	Fort Bend County, TX	DR 4332	PA	50,000,000														
2017	Albany, GA	DR 4294 DR 4297	PA	14,000,000														
2017	Dougherty County, GA	DR 4297	PA	12,500,000														
2017	Port of Corpus Christi, TX	DR 4332	PA	10,000,000														
2017	Butte County, CA	DR 4407	PA	1,500,000,000														

Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Exhibit D-7: Disaster Recovery and Special Program Management Capabilities

Disaster Recovery Program Management	
Emergency road clearance	Final debris disposal at a landfill or other end use
Curbside debris collection	Conflict and damage resolution
Operation of citizen drop-off sites	Truck certification

Data management and invoice reconciliation
Oversight of debris management sites

Right-of-entry administration

Special Programs Management

Animal carcass removal and disposal
Asbestos abatement
Beach remediation and restoration
Construction and demolition debris removal
Creosote piling removal
Drainage and canal debris removal
E-waste debris removal
Hazardous waste debris removal
Hazardous tree and stump removal

Marine and waterway debris removal
Private property demolition and debris removal
Nuisance abatement ordinance administration
Saltwater killed tree removal
Sediment dredging and removal
Subsurface storm drain debris removal
Vessel and vehicle recovery
Wetland and parkland debris
White goods and putrescent waste removal

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the Right-of-Entry (ROE) program with residents, and ensuring the program is properly documented. Included below is a representative sample of our PPDR projects.

26 PRIVATE PROPERTY DEBRIS REMOVAL PROJECTS MANAGED



Miami-Dade County, FL
Bay County, Florida
CalRecycle/CALOES Ventura County
USACE – Napa County, CA
USACE – Mendocino County, CA
USACE – Lake County, CA
USACE – Sonoma County, CA
Dougherty County, GA
Lake County, CA
Hays County, TX
Boulder County, CO
Township of Middletown, NJ
St. John the Baptist Parish, LA
Bastrop County, TX
Comanche Nation, OK
City of Cedar Rapids, IA
University of Iowa
City of Galveston, TX
Terrebonne Parish, LA
Iberville Parish, LA
City of New Orleans, LA
City of Waveland, MS
City of Naples, FL

Surfside Condo Collapse (2021)
Hurricane Michael (2018)
Wildfire (2018)
Wildfire (2017)
Wildfire (2017)
Wildfire (2017)
Wildfire (2017)
Tornado (2017)
Wildfires (2015)
Flooding (2014)
Flooding (2013)
Hurricane Sandy (2012)
Hurricane Isaac (2012)
Wildfires (2011)
Ice Storm (2009)
Flooding (2008)
Flooding (2008)
Hurricane Ike (2008)
Hurricanes Ike (2008)
Hurricane Gustav (2008)
Hurricane Katrina (2005)
Hurricane Katrina (2005)
Hurricane Wilma (2005)

SCOPE TASKS

- Application Administration**
- Data Management**
- Debris Removal Monitoring**
- Demolition Program Management**
- Historical/Environmental Review**
- Individual Property Debris Tracking**
- Property Close Out**
- Property Survey**
- Public Advertisement**
- Reduction/Disposal Monitoring**
- Scheduling**

Exhibit D-8: PPDR Experience

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
Miami-Dade County, FL	Surfside Condo Collapse (2021)					■		■	■	■		■
Bay County, Florida	Hurricane Michael (2018)	■	■	■	■	■	■	■	■	■	■	■
CalRecycle/CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■			■	■	■	■
Township of Middletown, NJ	Hurricane Sandy (2012)						■	■	■	■	■	■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■	■	■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■	■	■
City of Cedar Rapids, IA	Flooding (2008)			■		■			■	■	■	■
University of Iowa	Flooding (2008)			■		■			■	■	■	■
City of Galveston, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■		■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■	■	■	■	■		■	■	■	■
City of New Orleans, LA	Hurricane Katrina (2005)	■	■	■	■	■	■		■	■	■	■
City of Waveland, MS	Hurricane Katrina (2005)	■	■		■	■	■		■	■	■	■
City of Naples, FL	Hurricane Wilma (2005)					■			■	■	■	■

Coastal Restoration

Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. Tetra Tech scientists and engineers work in partnership to provide a balanced approach to coastal engineering projects. The living shoreline design approach helps our clients reduce erosion and restore habitat while creating more resilient coastlines ready to adapt to sea level rise and storm risks. We work in a variety of geographic areas across the eastern and western coastlines of the US and throughout the Caribbean. Tetra Tech is a leader in providing clear solutions for coastal restoration and protection within sustainable natural and socioeconomic frameworks. Our clients seek us out for our project planning, design, engineering, permitting, and construction oversight services expertise. We are adept at formulating the appropriate solution, tailored to the specific and unique characteristics of each project site.

Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects. Tetra Tech understands how important those funds are to an economy that is recovering from disasters. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and Texas Commission on Environmental Quality to determine eligibility, and overseeing recovery efforts on the County's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the County's economy. Tetra Tech has assisted St. Johns County, FL; Escambia County (Pensacola Beach/Perdido Key), FL; and Harrison County, MS with coastal restoration services.

Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers [USACE] and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the County's legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- **Waterway debris removal** efforts on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy; FDEP following Hurricanes Matthew and Irma; and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- **Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District with Following Hurricane Ike
- **Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys) following Hurricanes Katrina, Gustav, Ike, and Wilma

Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the Texas Commission on Environmental Quality, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel recovery for several clients, including:

- **NJDEP** – Hurricane Sandy | 80 vessels
- **Escambia County, FL and Monroe County, FL (Florida Keys)** – Hurricane Wilma | 450 vessels
- **Beaufort County, SC** - Hurricane Matthew | 50+ vessels
- **FDEP** - Hurricanes Matthew, Michael, and Irma | 64 vessels
- **Miami-Dade County, FL** - Surfside Condo Collapse | 100 vehicles

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. **In 2020, our team monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following consecutive Hurricanes Laura, Sally, Delta, and Zeta.**

Exhibit D-9: Previous Leaner/Hanger/Stump Removal Programs

2,145,676	1,738,389	245,122	162,165
Total	Hanging Limbs	Leaning Trees	Stumps

Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of over 2 million leaning trees, hanging limbs, and stumps. Highlights include:

Event	Hanging Limbs	Leaning Trees	Stumps
2015-Present CA Wildfires	3,777	13,292	-
2020 Hurricane Sally	43,692	5,888	56
2020 Hurricane Laura	120,198	13,160	30
2020 Hurricane Zeta	34,245	4,902	8
2018 Hurricane Michael	27,562	9,949	124
2018 Hurricane Florence	14,609	259	8
2017 Hurricane Irma	316,108	9,045	94,030
2016 Hurricane Matthew	183,214	12,769	2,529
2011 Winter Storm Alfred	84,135	12,355	-
2008 Hurricane Ike	364,860	29,489	1,152

Hazardous Material Removal

Major disasters, particularly those that involve significant flooding, will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including but not limited to containers with paints, pesticides, household cleaners, oils/solvents, and fuels. Our team has broad experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. **Following Hurricane Ike, a storm surge covered almost all of Galveston Island, Texas. Our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.**

Data Management

Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our *RecoveryTrac™* ADMS. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. **This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients.** For more information on data management, please see **Section E: Proposer Personnel and Organization.**

Experience Defending Client's Interests During an Audit

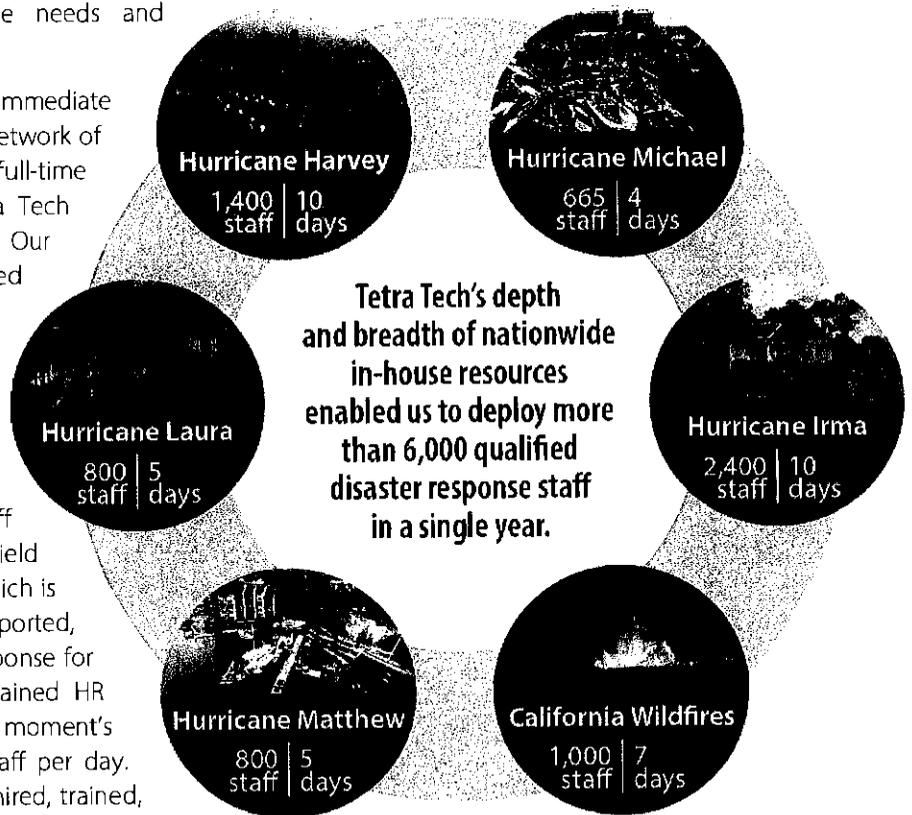
A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

Ability to Respond

Clients count on us to respond in their time of need, and we have never failed to deliver. The Tetra Tech Team has a proven track record of meeting even the most challenging staffing level requirements. We can rapidly provide additional well-trained support in a cost-effective manner by accessing qualified staff. **Following Hurricane Harvey, Tetra Tech simultaneously deployed over 1,400 staff in the State of Texas.** Tetra Tech provided project management staff to each of its Texas clients, while still responding to Hurricanes Irma, Maria, and the California wildfires in other parts of the country. **At peak, Tetra Tech had a total of over 6,000 field staff deployed throughout the country. Our simultaneous response to several hurricanes is proof that we have the staff, resources, and expertise to respond to the County's post-disaster needs.** Tetra Tech stands ready to work with the County as a trusted partner who will respond immediately and provide high-quality services throughout the engagement. Our ability to respond rapidly is accelerated by utilizing the following:

- Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.



3. Recent Project Samples

The projects presented on the following pages are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County. Per the County's request, we have included references on the County's reference form located in Section G.

Harris County, Texas

Disaster Debris Program Management

On the evening of September 12, 2008, Hurricane Ike made landfall in Texas leaving in its wake massive amounts of debris from high winds, inland flooding and storm surge. Our team assisted Harris County (County), Texas with the monitoring and cost reimbursement for over 2.5 million yards of debris from the public right-of-way in response to Hurricane Ike. The County, with a population of approximately 4 million residents, is one of the four largest counties in the United States and the largest to ever have been hit in recent times by a hurricane.

As part of the recovery effort, our team also assisted the County with the monitoring of the removal of over 60,000 dangerous limbs and leaning trees from the unincorporated areas of the County. In addition, our team managed 13 temporary debris sites as well as 7 public debris drop-off sites located throughout the unincorporated County. Our team also provided FEMA reimbursement assistance associated with all categories of FEMA financial grant assistance (Categories A-G) associated with the County Facilities and Property Maintenance Department of over 75 individual properties County-wide. Our firm also provided debris hauler contract management and contract amendment assistance - negotiating one of the most cost-effective debris hauling contracts in response to Hurricane Ike on behalf of the County.

In August of 2017 when Harris County was impacted by Hurricane Harvey and its historic flooding, the County again reached out to Tetra Tech for assistance. Tetra Tech worked with the County to provide debris monitoring services, program management and reimbursement assistance in the removal of over 1,200,000 cubic yards of flood related debris. Tetra Tech also provided the County with support on implementation of FEMA directives on private property and commercial debris removal.

CLIENT

Harris County

LOCATION

Texas

DURATION

Hurricane Harvey:

August 2017 – Ongoing

Hurricane Ike:

September 2008 – March 2009

PROJECT SIZE

Hurricane Harvey: 1.2 million CYs

Hurricane Ike: 2.5 million CYs

REFERENCE

Austin Appleton, PE, ENV SP

Manager, Disaster Recovery

Office of the County Engineer

10555 Northwest Fwy

Houston, TX 77002

(713) 274-3611

austin.appleton@eng.hctx.net



Allen Parish, Louisiana

Hurricane Laura Disaster Debris Monitoring Services

Allen Parish is located in Central Louisiana and was in the direct path of Hurricane Laura when it made landfall in September 2020. Hurricane Laura was the most destructive hurricane to hit the U.S. in over 150 years. Allen Parish sustained significant damage as a result of the storm, damaging tens of thousands of trees and causing one fatality.

Tetra Tech immediately responded to Allen Parish, upon notice to proceed. Our project management team hired, trained, and onboarded 135 local debris monitors, and assisted with setting up four debris management sites across the Parish. Tetra Tech also monitored the construction and demolition debris that was disposed of at the Timberlane Landfill near Oakdale, LA.

Per the request of the Parish, Tetra Tech completed and distributed the Weekly Debris Management Reports for LDEQ. Additionally, Tetra Tech was tasked with keeping the administration apprised of the cost breakdown as the project progressed.

Tetra Tech utilized our proprietary software, *RecoveryTrac™* ADMS to document the removal of debris in accordance with FEMA guidelines. In total, our collective team monitored the removal of over 550,000 cubic yards of debris. In addition, Tetra Tech conducted a hazardous tree removal program, documenting the removal of over 2,340 trees and 21,557 hanging limbs.

CLIENT

Allen Parish

LOCATION

Louisiana

DURATION

September 2020 – January 2021

PROJECT SIZE

550,896 CYs

REFERENCE

**Jacob Dillehay, PE, Parish
Administrator & Engineer**

Allen Parish Police Jury
602 Court St Oberlin LA 70655
Office (337) 639-4328
Cell (337) 977-1006
jdillehay@appj.us

St. John the Baptist Parish, Louisiana

Disaster Debris Monitoring

Hurricane Isaac

On August 28, 2012, the 7-year anniversary of Hurricane Katrina making landfall in Louisiana, St. John the Baptist Parish was more adversely affected by the prolonged wind and rain that accompanied Hurricane Isaac than any other parish in Louisiana.

As a result of the slow-moving category 1 storm, 59,000 homes were damaged statewide with some of the most severe damage in St. John the Baptist Parish (Parish). Floodwaters from Lake Pontchartrain surged underneath Interstate-10 and flooded the Parish's north and east sides, causing widespread road closures, which greatly limited access to the Parish. Nearly 95 percent of the Parish's power was lost and 7,000 damaged homes were left completely under water.

In the days prior to landfall, Tetra Tech's senior management team began mobilizing to the area and was in coordination with the Parish to establish an immediate response plan, identify reporting needs, and establish temporary debris storage and reduction sites (TDSRS). Within two hours of a notice to proceed, Tetra Tech had established office space within the Parish and begun recruiting, hiring, and training qualified monitors. Tetra Tech proudly kept our promise to the Parish administration and council members to only hire Parish residents during our activation. Within days, Tetra Tech hired and trained 103 previously unemployed, qualified residents to monitor debris removal activities.

Operationally, Tetra Tech worked with Parish officials and its debris hauler to establish protocols for right-of-way (ROW) and hazardous waste debris removal; identify, permit, and open TDSRS; schedule daily debris removal; and provide accurate daily reports. In addition, Tetra Tech worked closely with representatives from FEMA to develop a disaster-specific strategy to collect the overwhelming amounts of construction and demolition from private property that was a result of the storm. Finally, **Tetra Tech's successful use of our proprietary automated debris monitoring system (ADMS) allowed us to document the debris removal as accurately and cost effectively as possible.**

CLIENT

St. John the Baptist Parish

LOCATION

Louisiana

DURATION

Hurricane Ida:
September 2021 – Present

Hurricane Isaac:
September 2012 – July 2013

REFERENCES

Peter Montz
Director of Purchasing
1811 W. Airline Hwy,
LaPlace LA 70068
(985) 359-1037
p.montz@stjohn-la.gov

Hurricane Ida

Hurricane Ida was the second-most damaging hurricane to make landfall in Louisiana history. Since September of 2021, Tetra Tech has monitored the collection and disposal of over 1.2 million CYs of Hurricane Ida related storm debris, as well as, white goods, household hazardous waste, and electronic waste. At the peak Tetra Tech employed over 100 local residents to assist with debris monitoring operations. We monitored the removal of Trees, limbs, and stumps from the ROW that were a threat to public health and safety.

Tetra Tech is currently monitoring storm related debris removal from canals and ditches, which could cause severe flooding issues for the parish in the future. We will also be involved in private property debris removal efforts throughout the community. We will be handling intake centers, site assessments, and monitoring the storm related debris removal and demolitions of structures damaged or destroyed by Hurricane Ida.

4. Proposed Staff Information

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Texas-based projects, as well as Jefferson County projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in the County and within the region.

4.1 Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Resumes for project management and advisory staff can be provided upon request.**



Mr. Burgiel, President and Senior Advisor. As president of Tetra Tech Disaster Recovery, Mr. Burgiel will provide executive-level oversight to **help our team meet the County's needs and expectations and serve as an executive sponsor to overcome challenges faced in operation.** Mr. Burgiel's disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has overseen operations for teams in communities in Puerto Rico (Hurricane Maria); Miami-Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.



Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Harvey, Matthew, Katrina, Ike and Sandy. Mr. Natale has led operations focused on managing and documenting the removal of over 46 million CYs of debris and over 1.3 million hazardous trees, the program management of over 9,600 demolitions, and over \$2.5 billion of reimbursed invoices.



Mr. John Buri, Senior Advisor for Disaster Grants Programs, will continue to provide subject matter expertise and guidance for the County as he has for several years. His unique knowledge and practical understanding of planning, reimbursement, and monitoring that will continue to greatly assist the County in future responses. His wealth of experience also includes extensive involvement in numerous emergency management and recovery missions in Texas since 2005. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients, representing over \$5 billion in disaster-related grants. He has responded to numerous large-scale activations in Texas and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with

each disaster recovery operation.



Mr. Nick Russo is an environmental services expert with over 20 years of experience in disaster recovery, environmental resources, and water management. He joined Tetra Tech in early 2022 after spending 19 years with the Harris County, TX Engineering Department. He has vast experience in coordinating environmental, sustainability, and regulatory programs at the local, state, and federal levels. Mr. Russo worked on numerous federally declared disasters including Hurricane Ike, the Tax Day Flood, Hurricane Harvey, Tropical Storm Imelda, and the COVID-19 Pandemic where he conducted damage assessments, debris removal, and program management in coordination with FEMA and other regulatory agencies.

4.2 Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County. We have selected team members who have previous experience in similar operations. Brief summaries of each team member’s experience are provided below. **Resumes for project field operations staff have been provided in Section E – Proposer Personnel and Organization.**

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
Will Barton Project Manager	Mr. Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country, where he has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery. Mr. Barton is also a trusted Information Security Advisor and Information Technology Executive, with 17+ years’ experience in both the enterprise and financial institution space.	<ul style="list-style-type: none"> • Disaster Debris Management • Right-of-Way Debris Removal • FEMA Compliance Monitoring • Supervision of Field Operations • Risk Management • Regulatory Compliance
James Ward Operations Manager	Mr. Ward is a Texas resident and experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. Over the past 11 years, he has supported disaster recovery projects across the nation, including the following Texas communities; Bastrop County, 2011 Wildfire; Harris County and the City of Houston, 2015 Severe Storms and Flooding; and Brazoria County, Hurricane Harvey. He has been responsible for implementing schedules for the contractor and providing client support for FEMA regulations and procedures.	<ul style="list-style-type: none"> • Disaster Debris Management • Right-of-Way/Right-of-Entry Debris Removal • Private Property Programs • Leaner/Hanger Programs • FEMA Reimbursement
Brett Noto-Baker Field Supervisor	Mr. Noto is an experienced field supervisor. He has served on major debris monitoring projects across the nation. He specializes in emergency response and hazardous waste removal operations. Mr. Noto supervises day-to-day project operations including conducting daily safety briefs, troubleshooting issues, inventory, operational machinery, inspection and certification of vehicles and oversized equipment, constant contact with client officials and project staff. He abides by FEMA, DOT and OSHA policies and	<ul style="list-style-type: none"> • Right-of-Way Collection • Quality Assurance • Hazardous Waste • Vehicle Certification • Hurricane and Severe Weather Disaster Recovery

- regulations. Mr. Noto also records necessary information for reports due to disaster relief recording and reporting to FEMA conflict resolution. Mr. Noto is typically responsible for more than 75 debris monitoring staff per project.
- Brandon Norwood**
Field Supervisor
- Mr. Norwood is a Field Supervisor with 5 years of experience. He is a quality focused professional with a proven knowledge of data entry, operations management and operating policies and procedures.
- Data Entry
 - Operations Management
 - Standard Operations Procedures
- Benjamin Arredondo**
Field Supervisor
- Mr. Arredondo is a highly motivated team leader who is eager to facilitate recovery efforts for disaster impacted communities. As someone who has been affected by a natural disaster, he treats each disaster he works on as if it were his own community and he understands the importance of expediting a safe and speedy recovery process. He has completed proficient training in FEMA Incident Command to help coordinate an informed and comprehensive recovery effort between monitoring staff, contractor needs and client expectations.
- Vehicle Certification
 - Hazardous Trees, Leaners, Hangers
 - Collection Operations
- Maria Champlain**
Field Supervisor
- Ms. Champlain has 2 years of experience working as a Field Supervisor for Tetra Tech clients. She physically checks on monitors and their status in the field; making sure they have all personal protective equipment (PPE), as well as tools needed to complete their objective. She makes herself available to all monitors under her supervision via phone to provide support in any situation they feel they need more clarity. Ms. Champlain reminds monitors daily of safety precautions in the field as well as personal care, i.e. drinking water and eating properly. Lastly, she provides an "open door" policy for all monitors to come to her for assistance with issues that may impede the work environment.
- Automatic Debris Monitoring System (ADMS)
 - Hazardous Trees, Leaners, Hangers
 - Data Management
- Mark Malbrew**
Field Supervisor
- Mr. Malbrew is a Field Supervisor with 2 years of experience. He has assisted with the dispatch of monitors to their respective crews, as well as trained monitors on debris eligibility and oversight of monitor and contractor interactions. Mr. Malbrew has also been responsible for issuing tickets for traffic control vehicle, flagging crews, and completing truck certifications.
- Sanitation & Decontamination
 - Right-of-Way Debris Collection
 - Private Property Debris
 - Eligibility Review
- Paris Atkinson**
Data Manager
- Ms. Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for FEMA, invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the FHWA Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.
- FEMA Reimbursement and Audit Support
 - Reimbursement Policies and Procedures
 - RecoveryTrac™ ADMS
 - Data Management
 - Debris Monitoring Compliance
 - Invoice Reconciliation
 - Geospatial Analysis
- Ricardo Bosques**
Data Manager
- Mr. Bosques is a regional data manager and ADMS technology specialist for Tetra Tech, where his understanding of FEMA eligibility and documentation
- Disaster Debris Management
 - Data Collection, Utilization, and Validation

requirements for PA debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager Mr. Bosques is responsible for the implementation of Tetra Tech's *RecoveryTrac™* ADMS technology as well as oversight and management of field data managers and invoice analysts. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

Kenya Bryant Long
Project Coordinator

Ms. Bryant Long is an experienced project coordinator with 5 years of experience. She is responsible for helping with day-to-day tasks to ensure the project runs smoothly. Ms. Bryant Long, helps to align projects with business goals, create work plans, manage day to day office duties, achieve milestones, as well as communicate and document any important information related to each task.

- Data Management
- Report designs
- Reimbursement Policies and Procedures
- Public Relations
- Invoice Reconciliation
- Payroll Administration
- Bookkeeping
- Invoicing
- Timecard Auditing
- Scheduling
- New Hire Onboarding

5. Financial Stability

Tetra Tech is a stable company with annual operating revenue exceeding \$3 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients.

Tetra Tech has nearly \$1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than \$8 billion in federal funding across our more than 650 activations in response to 90 disasters. Our record of performance reflects a well-managed, growing, successful, and financially strong and stable company. In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a stable and diverse contract and client base, and provide high-quality, cost-effective services.

To date, we have not experienced any significant deterioration in our financial condition or liquidity due to the COVID-19 pandemic, and our credit facilities remain available. This includes a \$450 million line of credit with an option for an additional \$300 million, totaling \$750 million in borrowings at our disposal. At the end of June 2021, our current assets are \$1.1 billion, of which \$664 million are comprised of accounts receivable, net of reserves. Tetra Tech has \$234 million of available cash and cash equivalents as reported on our June 2021 Quarter 3 balance sheet. Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website.

Tetra Tech currently boasts annual revenues of more than \$3 billion and employs 21,000 personnel in 450 offices worldwide. Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website. With currently booked backlog of more than \$3.25 billion and a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise.

5.1 Logistics and Sustainment

Tetra Tech's internal structure includes a Logistics Section responsible for acquisition, management, and distribution of all resources required to support our operations. Our warehouse stores over 120 fully stocked bays of supplies capable of supporting over 50 simultaneous recovery operations for over 90 days, including supplies that may be necessary to support our staff in the field (for example, generators, lighting devices, tent structures, bottled water, nonperishable food, etc.). Our Logistics Section includes a support branch tasked with providing travel support to our team members deployed in the field. The Travel Support Branch is fully dedicated to identifying transportation and lodging for our team and is available to assist our team around the clock during the critical ramp-up period. Tetra Tech takes complete responsibility for identifying lodging/shelter, transportation, and food for our deployed staff even when critical utilities are impaired or unavailable.

\$304 million

Available cash as of February 2022

\$749 million

Borrowings at our disposal

\$1 billion

Total liquidity available

This allows us to meet contractual obligations, regardless of funding flows or payment processing during disaster activations.

E. Proposer Personnel and Organization

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 160 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech's nearly **15-year partnership with Jefferson County** in responding to several disasters provides our team with an in-depth understanding of the challenges faced by the County.

Our record of success includes serving over 300 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained **over \$8 billion in reimbursement funds** for our clients from federal agencies.

Tetra Tech is committed to providing the County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

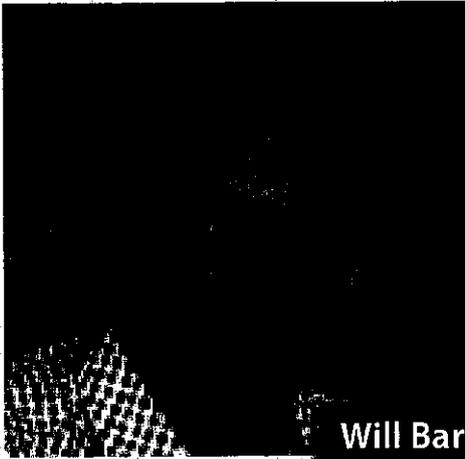
1. Commitment of Key Personnel

All our key personnel named within this proposal will be available to the County upon activation or as requested. Tetra Tech is 100% available and committed to meeting the County's needs.

2. Hourly Billing Rates of Key Personnel

Key Personnel, Role	Hourly Billing Rate
Will Barton , Project Manager	\$85.00
James Ward , Operations Manager	\$65.00
Brett Noto , Field Supervisor	\$45.00
Brandon Norwood , Field Supervisor	\$45.00
Benjamin Arredondo , Field Supervisor	\$45.00
Maria Champlain , Field Supervisor	\$45.00
Mark Malbrew , Field Supervisor	\$45.00
Paris Atkinson , Data Manager	\$55.00
Ricardo Bosques , Data Manager	\$55.00
Kenya Bryant Long , Project Coordinator (Data Entry Clerk/Clerical)	\$40.00

Spotlight On: Project Manager Will Barton



Will Barton

Project Manager

While I hope Jefferson County is spared from disasters, should the need arise, I am confident that my experience responding to large-scale disasters for nearly two decades will be of great benefit. I have served in a senior management capacity for several of the country's most high-profile disasters, including Hurricane Irma. I look forward to building a strong and trusted relationship with the County.

The Tetra Tech team is led by Project Manager Will Barton. Will has served as project and operations manager with Tetra Tech for more than 8 disaster activations since 2017. Through his work at Tetra Tech, Mr. Barton has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.

Will is prepared to engage with County officials and residents to understand their specific operational needs.

Will's resume is provided at the end of this section.

6+

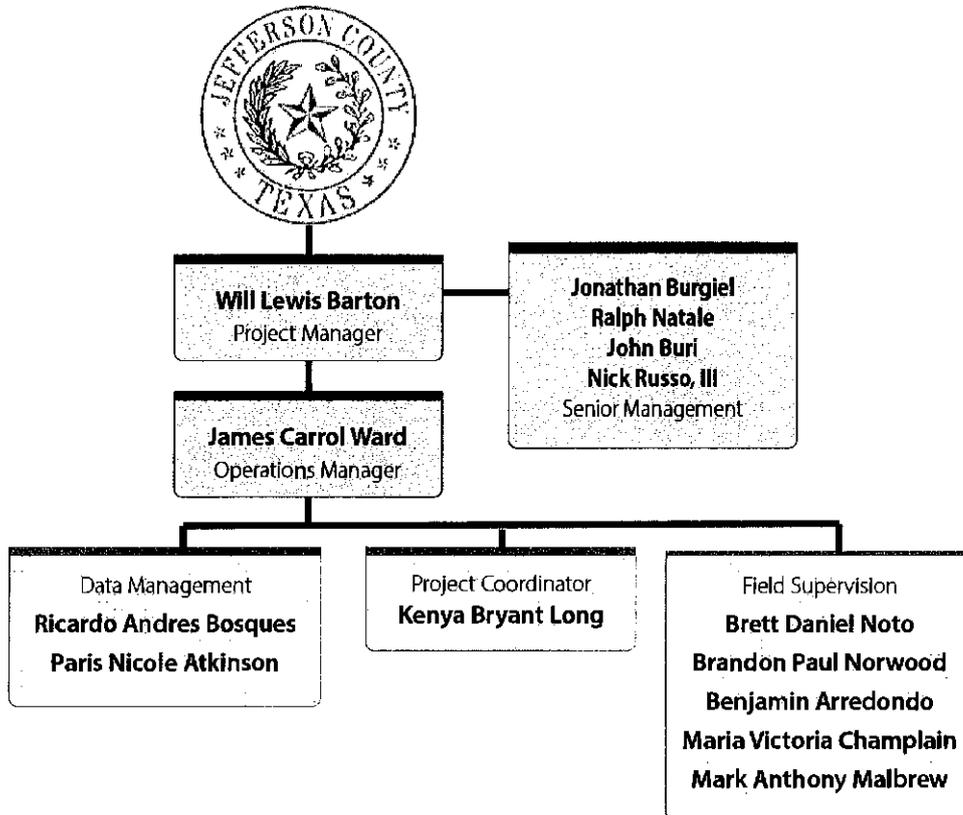
Years of Experience

Dedicated to Jefferson County's Recovery

- Experience supervising Tetra Tech operations in similar clients
- 8+ disaster activations, including activation for hurricanes, fires, and tornadoes
- Poised for rapid mobilization as resident of nearby Baton Rouge, LA

3. Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Resúmenes of our key personnel have been included in this section.**



Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.** Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program

- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- ICS 300: Intermediate ICS for Expanding Incidents

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

Staffing Numbers

Tetra Tech will comply with the County's staffing requirements and coordinate with the County and the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day's schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors.

Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9 Project Principals	38 Project Managers	42 Operations Managers	55 Field Supervisors	35 Project Coordinators
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This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

Incident Command Structure

Tetra Tech's emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field.

We understand the value ICS has in organizing for disasters, so we strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location.

4. Key Staff Resumes

Please see the following pages for resumes of the proposed key staff members outlined in Section D – Proposer Identifying Information.



William "Will" Lewis Barton

Proposed Role: Project Manager

6+ YEARS OF
EXPERIENCE

10+ DISASTERS

Areas of Expertise

Disaster Debris Management
Right-of-Way Debris Removal
FEMA Compliance Monitoring
Supervision of Field Operations
Risk Management
Regulatory Compliance

Key Training/Certifications

OSHA 40-Hour HAZWOPER

ICS 100

ICS 200

Education

Louisiana State University
B.S., Business Administration

Employment History

Tetra Tech (August 2016 – Present)

InfoSight, Inc. (October 2015 – August 2016)

Skyhawk Group (December 2013 – December 2015)

Dexa Systems (March 2010 – December 2013)

Progressive Security Technologies
(January 2002 – February 2010)

EXPERIENCE SUMMARY

Mr. Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country in recent years. Through his work at Tetra Tech, Mr. Barton has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery.

Mr. Barton is also a trusted Information Security Advisor and Information Technology Executive, with 17+ years' experience in both the enterprise and financial institution space. He has excellent team building skills, and knowledge of FFIEC and HIPPA regulations as they pertain to security compliance.

Mr. Barton was chosen for this role with Jefferson County due to his extensive experience successfully managing projects of similar size and scope.

RELEVANT EXPERIENCE

Regional Project Manager (August 2021- Present)

Various Clients | Hurricane Ida

Immediately following the impact of Hurricane Ida on the Louisiana Gulf Coast, Mr. Barton was deployed to oversee the successful initiation of multiple engagements in Eastern Louisiana. He coordinated staff training for multiple unique activations, liaised with Tetra Tech logistics to ensure the appropriate supply of assets and equipment were available and worked with Tetra Tech's health and safety managers to develop unique health and safety plans for each activation.

Debris Group Supervisor (November 2020 – July 2021)

CalRecycle | Northern Branch Fire

Mr. Barton worked with CalRecycle to outline debris removal and property assessment in six counties including Butte, Siskiyou, Trinity, Shasta, Plumas, and Placer Counties. He managed property assessments, debris management site oversight, and coordinated with debris removal contractors. He provided project management for 150 personnel. The project included 1,700 properties.

Regional Project Manager (October 2020 to November 2020)

Various Clients | Hurricane Delta

Immediately following the impact of Hurricane Delta, Mr. Barton deployed to oversee the successful initiation of multiple engagements. Mr. Barton managed all field operations including staff hiring, training and scheduling, truck certification, debris monitoring operations and public communication.

Project Manager (April 2020 – July 2020)

City of Chattanooga, TN | Tornado

Mr. Barton worked with the City of Chattanooga and USACE in response to one of the largest tornado outbreaks in the state's history in a turn-key recovery effort. He coordinated with debris removal contractors, provided debris management oversight, and managed a large park debris removal program.

Operations Section Chief (January 2019-March 2020)

CalRecycle | Camp Fire

The Camp Fire was the largest wildfire in California history. In his role, Mr. Barton served as a conduit between State agencies, Tetra Tech and Debris Removal Contractors. Mr. Barton oversaw the day-to-day activities of 150 employees and oversaw the management and documentation from the safe and eligible remediation of 3,500 fire damaged and destroyed properties.

Field Project Manager (November 2018-December 2018)

Early County, Georgia | United States Army Corps of Engineers (USACE) | Hurricane Michael

Mr. Barton assisted in the Early County, Georgia USACE mission to remove debris that was a result of Hurricane Michael. He was responsible for the field supervisor, dispatch, and quality assurance/quality control of field quality control monitors that documented debris removal efforts.

Deputy Operations Section Chief (September 2018 - November 2018)

CalRecycle | Carr Fire

Mr. Barton supported the oversight of debris removal from nearly 1,300 structures following the September 2018 Carr Fire in Shasta County, CA.

Project Manager (May 2018 – September 2018)

Collier County, FL | Hurricane Irma

Mr. Barton served as the project manager for a Collier County waterways debris removal program to address debris in waterways that was a result of Hurricane Irma.

Lead Field Manager (November 2017 – February 2018)

Sonoma County, CA | NORCAL Fires

In October of 2017, more than 250 wildfires erupted and burned throughout Northern California (NORCAL). Mr. Barton served as a Lead Field Manager for the northern region and was responsible for the management and implementation of *RecoveryTrac™* ADMS to document debris removal efforts. He worked closely with our southern region to oversee field operations.

Regional Project Manager (August 2017 – November 2017)

Broward County | Hurricane Irma

Eight contracts were activated throughout Broward County following Hurricane Irma. Debris removal operations spanned a region of over 1 million residents. Mr. Barton's primary responsibilities included overseeing 16 separate debris hauling contracts, proper segregation at disposal sites used by multiple municipalities, data and reporting integrity, staffing and training.

Operations Manager (October 2016 – July 2017)

Hilton Head Island, South Carolina | Hurricane Matthew

In October 2016, the Town took a serious blow as they eye of Hurricane Matthew passed 20 miles to the east. Hurricane Matthew's heavy rains caused power outages, flooding, and extensive damage making parts of the island inaccessible by vehicle. Among many tasks, Mr. Barton is responsible for verifying that monitors retain their training and will respond to issues as they arrive in the field, as well as the management of locally hired additional supervisors and field monitors, project timeline, and current tasking. **Mr. Barton oversaw the removal of over 2.1 million cubic yards of debris.**

Task Force Leader (September 2016 – October 2016)

CalRecycle | Erskine Fire Remediation

In 2015 and 2016, El Niño caused dry conditions resulting in above-normal wildfire danger in California. The Erskine fire was a wildfire that began on June 23, 2016 in the Lake Isabella area of Kern County. The Erskine fire was the second-most destructive fire of the California wildfire season that year, burning nearly 50,000 acres, and destroying over 100 buildings. Mr. Barton was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation captured is compliant for reimbursement during debris removal operations.

Data Manager (August 2016 – September 2016)

Ascension Parish, Louisiana | Severe Storms and Flooding

In August 2016, prolonged rainfall in southern Louisiana resulted in catastrophic flooding that submerged thousands of houses and businesses. As data manager, Mr. Barton was responsible for reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. Mr. Barton was responsible for validating documentation and metrics being reported as accurate and on-schedule.



James Carrol Ward

Proposed Role: Operations Manager

11 YEARS OF
EXPERIENCE

18 DISASTERS

Areas of Expertise

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

Key Training/Certifications

40HR HAZWOPER Safety Course

Employment History

Tetra Tech (2011 – Present)

Uvalde Consolidated Independent School District (1979 – 2011)

EXPERIENCE SUMMARY

Mr. James Ward is a Texas resident and experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. Over the past 11 years, he has supported disaster recovery projects across the nation, including the following Texas communities; Bastrop County, 2011 Wildfire; Harris County and the City of Houston, 2015 Severe Storms and Flooding; and Brazoria County, Hurricane Harvey. He has been responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures.

Mr. Ward was chosen for this role with Jefferson County as he has managed operations on numerous similar projects.

RELEVANT EXPERIENCE

Operations Manager (August 2021 – October 2021)

St John the Baptist Parish, LA | Hurricane Ida

Mr. Ward oversaw the day-to-day operations of Tetra Tech's response to St John the Baptist Parish following Hurricane Ida. **Tetra Tech monitored the removal of over 1 million CYs of debris from the Parish.**

Area Leader Northern Branch (April 2021 – June 2021)

CalRecycle | Northern Branch Complex Fires 2020

Mr. Ward was the area leader for CalRecycle's Northern Branch Complex Fire response project which included hazardous tree assessment and hazardous tree removal. Mr. Ward oversaw a team of monitors and trained arborists monitoring the removal of hazardous trees in the right-of-way.

Deputy Project Manager (February 2021 – April 2021)

Virginia Department of Transportation | Winter Storms 2021

Mr. Ward served the Virginia Department of Transportation following the Winter Storms of February 2021. The project involved operations across 13 communities.

Operations Manager (January 2021 – February 2021)

City of Lake Charles, LA | Hurricane Laura

Mr. Ward served the City of Lake Charles following subsequent hurricanes Laura and Delta, which caused devastating damage to the City. Mr. Ward assisted with project initiation, identification of 5 local debris management sites, and the hiring and training of over 250 locally hired debris monitors.

Operations manager (November 2020 – January 2021)

City of Gulfport, MI | Hurricane Zeta

Hurricane Zeta impacted the City of Gulfport, Mississippi in October 2020, causing nearly 500,000 cubic yards of disaster debris and more than 12,500 hangers and hazardous trees to be removed. Mr. Ward provided project support, oversaw day-to-day operations, and ensured quality control.

Project Manager (October 2020 -November 2020)

City of Slidell, Louisiana | Hurricane Zeta

Mr. Ward served the City of Slidell, where he provided project oversight, coordination with debris haulers, and oversaw hiring and training of local field staff

Operations manager (September 2020 – October 2020)

Allen Parish, Louisiana | Hurricane Laura

Mr. Ward oversaw the day-to-day operations of Tetra Tech's response to Hurricane Laura in Allen Parish. Mr. Ward was responsible for training and scheduling staff (over 100 at peak), coordinating with the debris hauler to close-out collection zones and providing daily progress updates to Parish stakeholders. Mr. Ward's team has oversaw the collection of over 550,000 CYs of debris and the removal of nearly 14,000 hazardous trees and limbs

Deputy Operations Section Chief/Branch Director (January 2019 – October 2019)

Camp Fire, CA | CalRecycle/CalOES

Mr. Ward served as Deputy Operations Section Chief/Branch Director following the November 2019 Camp Fire. The project is projected to require the demolition and debris removal of nearly 12,000 structures.

Branch Director (September 2018-December 2019)

CA Wildfires | Carr Fire FM-5259

Mr. Ward currently serves as a Branch Director overseeing division supervisors in Shasta County, CA. The Carr fire resulted in nearly 1,300 parcels requiring debris removal.

Operations Manager (November 2017 – March 2018)

Northern California (NORCAL) Wildfire Response | CA Willdfire

Mr. Ward assisted with staffing and logistics field monitor dispatch, health and safety, reimbursement documentation, and field supervision as well as the implementation of RecoveryTrac™ Automated Debris Management System (ADMS) to document debris removal efforts.

Project Manager (September 2017 – November 2017)

Brazoria County, Texas | Hurricane Harvey

Mr. Ward oversaw coordination with debris removal contractors, field monitors, FEMA reimbursement documentation, and field monitor health and safety. Additionally, Mr. Ward managed a hazardous tree and hanger removal program and served as a consistent point of contact throughout the debris removal process, providing a bridge to long-term recovery. In total, Tetra Tech monitored the removal of 230,000 CYs of debris.

Project Manager (October 2016–January 2017)

City of Port Orange, Florida | Hurricane Matthew

Mr. Ward oversaw coordination with debris removal contractors, field monitors, FEMA reimbursement documentation, and field monitor health and safety. Additionally, Mr. Ward managed a hazardous tree and hanger removal program and served as a consistent point of contact throughout the debris removal process, providing a bridge to long-term recovery. In total, Tetra Tech monitored the removal of 428,000 CYs of debris and addressed 6,000 trees.

Operations Manager (August 2016 – September 2016)

Ascension Parish, Louisiana | Severe Storms and Flooding Disaster

Mr. Ward was deployed as an operations manager for Ascension Parish, Louisiana following severe storms and flooding that resulted in concentrated volumes of disaster debris in the Parish. Mr. Ward's responsibilities included field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Operations Manager (May 2016 – July 2016)

Harris County, Texas | Severe Storms and Flooding Disaster Debris

Mr. Ward was deployed as an operations manager for the Harris County, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the County. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.



Brett Daniel Noto-Baker

Proposed Role: Field Supervisor

5 YEARS OF
EXPERIENCE

11 DISASTERS

Areas of Expertise

ROW Collection

Quality Assurance

Hazardous Waste

Vehicle Certification

Hurricane and Severe Weather
Disaster Recovery

Key Training/Certifications

HAZWOPER 40 & 8 hr refresher

NIMS 100c, 200c, 700, 800, 2200

In the process of obtaining OSHA
500/501

Education

Clear Creek High School, HS Diploma,
2006

Employment History

Tetra Tech (August 2017-- Present)

EXPERIENCE SUMMARY

Mr. Noto is an experienced field supervisor. He has served on major debris monitoring projects across the nation. He specialized in emergency response and hazardous waste removal operations. Mr. Noto supervises day-to-day project operations including conducting daily safety briefs, troubleshooting issues, inventory, operational machinery, inspection and certification of vehicles and oversized equipment, constant contact with client officials and project staff. He abides all FEMA, DOT and OSHA policies and regulations. Mr. Noto also records necessary information for reports due to disaster relief recording and reporting to FEMA conflict resolution. Mr. Noto is typically responsible for more than 75 debris monitoring staff per project.

Mr. Noto was chosen for this role with Jefferson County due to his experience providing field supervision services for a vast array of Tetra Tech clients whose projects are similar to the scope of work proposed by Jefferson County.

RELEVANT EXPERIENCE

Field Supervisor (January 2022)

VDOT, Richmond, VA | 2022 Winter Storms

Mr. Noto supervised monitors and served as the lead contact for VDOT personnel and Contractors. He checked logs and data, trained staff, conducted daily safety briefs, performed truck certifications, monitored leaner/hanger disposal, oversaw ROW collections, and monitored disposal efforts.

Task Force Leader (December 2021)

CalRecycle | North Branch Fires

Mr. Noto served as Task Force Leader to monitor Public Protection and Disaster Relief (PPDR) operations. This project included erosion control, tree removal, asbestos, vehicle abatement, and site evaluations.

Field Supervisor (September 2021 – November 2021)

Somerset County & Franklin Township, NJ | Hurricane Ida

Mr. Noto supervised monitors, checked logs and data, trained project staff, held daily safety briefs, conducted truck certification, monitored ROW collections, oversaw debris disposal and haul out.

Task Force Leader (February 2021 – June 2021)

CalRecycle | North Branch Fires

Mr. Noto served as the Task Force Leader to oversee PPDR operations. This project included erosion control, tree removal, asbestos removal, vehicle abatement, and site evaluations.

Field Monitor (March 2020 – November 2020)

Homeless Medical Isolation and Recovery Center, Harris County, TX | COVID-19

Mr. Noto served as an overnight monitor for a homeless quarantine location within Harris County. He was responsible for documenting check-in and check-out of each individual. He would log each person's testing dates, the hospital they arrived from, and the transport company used.

Task Force Leader (April 2019 – September 2019)

Butte & Paradise Counties, CA | Camp Fire

Mr. Noto was a task force leader for PPDR efforts. This project included erosion control, hazardous tree removal, soil sampling, vehicle abatement, and site evaluations.

Field Supervisor (October 2017 – November 2017)**Pinellas & Collier Counties, FL | Hurricane Irma**

Mr. Noto was responsible for supervising monitors, checking logs and data for accuracy before submitting to the client, training project staff, and overseeing the removal of leaners and hangers.

Field Supervisor (September 2017– October 2017)**City of Friendswood & Galveston County, TX | Hurricane Harvey**

Mr. Noto supervised monitors, reviewed logs and data for accuracy before submittal to the client, trained project staff, managed dispatch, conducted daily safety briefs, performed truck certifications, oversaw ROW collections, white goods, and disposal of removed debris.



Brandon Paul Norwood

Proposed Role: Field Supervisor

5 YEARS OF
EXPERIENCE

10 DISASTERS

Areas of Expertise

Data Entry

Operations Management

Standard Operating Procedures

Key Training/Certifications

HAZWOPER 40

ICS 100

ICS 200

Education

College of the Desert, Associates

Degree in Hospitality 1998

Employment History

Tetra Tech (August 2017 – Present)

EXPERIENCE SUMMARY

Quality oriented professional with 5 years experience and a proven knowledge of data entry, operations management, and operating policies/procedures.

FEATURED EXPERIENCE

Field Supervisor (August 2017 – Present)

Various Clients | Various Disasters

Insured contract compliance of volume and quality specifications. Followed through with consistent and accurate paperwork. Provided accurate and timely logging of issues and resolutions. Performed documented details of field work and managed employees. In this capacity, Mr. Norwood has helped with Hurricane recovery efforts on projects such as:

- Hurricane Harvey
- Hurricane Laura
- Hurricane Sally
- Hurricane Ida
- Tropical Storm Imelda
- Hurricane Katrina Foundation Abatement
- Camp Fire
- Dixie Fire
- VDOT Ice Storm
- Miami-Dade, FL Surfside Building Collapse



Benjamin Arredondo

Proposed Role: Field Supervisor

2 YEARS OF
EXPERIENCE

5 DISASTERS

Areas of Expertise

Hazardous Debris Disposal & Management

Risk Assessment & Management

Key Training/Certifications

OSHA Haxwoper 40hr

FEMA ICS 100, 200, 700 & 800

Education

South Texas College, Certification
Computer Engineering & Graphics,
2011

Employment History

Tetra Tech (August 2020 – Present)

Edinburg Citrus Association
(November 2018 – June 2019)

Academy Sports + Outdoors
(November 2016 – September 2018)

Valley Outdoor Power & Equipment
(July 2014 – September 2015)

McAllen Nut & Bolt (August 2012 –
November 2013)

EXPERIENCE SUMMARY

Mr. Arredondo is a highly motivated team leader who is eager to facilitate recovery efforts for disaster impacted communities. As someone who has been personally affected by a natural disaster, he treats each disaster he works on as if it were his own community and he understands the importance of expediting a safe and speedy recovery process. He has completed proficient training in FEMA Incident Command to help coordinate an informed and comprehensive recovery effort between monitoring staff, contractor needs and client expectations.

Mr. Arredondo was chosen for this role with Jefferson County due to his experience on similar projects and his commitment to continuing his education in disaster relief operations.

RELEVANT EXPERIENCE

Field Supervisor (February 2022 – June 2022)

CalRecycle | North Division Dixie Fire

Mr. Arredondo served as a crew leader for tree felling operations. He ensured tree assessments had been completed so the felling crew could follow up with felling operations. Mr. Arredondo conducted site inspections for property finalization.

Task Force Leader (May 2021 – February 2022)

CalRecycle | Northern Branch Wildfires

Mr. Arredondo managed disposal operations for the Camp Okizu Transfer station. He received, documented and categorized incoming hazardous materials. He also conducted training for disposal staff and scale house. Mr. Arredondo oversaw haul-out operations from the transfer station to the final destination disposal sites.

Field Supervisor (February 2021 – May 2021)

VDOT, Richmond, VA | 2021 Winter storm

At the beginning of his time working with VDOT, Mr. Arredondo managed the Truck Certification Crew. This crew was responsible for certifying trucks and training local debris removal staff. After this, Mr. Arredondo served as the Field Supervisor for the South Hill Residency. Here, he filled the role of Acting Operations Manager and trained monitors in leaner/hangers, collection, and disposal.

Field Supervisor (September 2020 – February 2021)

Calcasieu Parish, LA | Hurricane Laura

Mr. Arredondo managed the collection operations for the Parish of Calcasieu. He ensured staffing needs for contractor operations. Mr. Arredondo conducted field training for the collection team.

Disposal Monitor (August 2020 – September 2020)

Higaldo County | Hurricane Hanna

Mr. Arredondo received and documented incoming debris loads from either field operations or citizen drop-offs. He maintained the client's debris site by directing a categorized drop off so debris could be properly disposed.

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Maria Victoria Champlain

Proposed Role: Field Supervisor

2 YEARS OF
EXPERIENCE

3 DISASTERS

Areas of Expertise

Automatic Debris Monitoring System (ADMS)

Hazardous Trees, Leaners, Hangers

Data Management

Key Training/Certifications

HAZWOPER 40

ICS 100

ICS 200

Education

High School Diploma

Employment History

Tetra Tech (February 2021 – Present)

U.S Army Military Police (2010 – 2018)

EXPERIENCE SUMMARY

Ms. Champlain has 2 years of experience working as a Field Supervisor for Tetra Tech clients. She physically checks on monitors and their status in the field; making sure they have all PPE as well as tools needed to complete their objective. She makes herself available to all monitors under her supervision via phone to provide support in any situation they feel they need more clarity. Ms. Champlain reminds monitors daily of safety precautions in the field as well as personal care, i.e drinking water and eating properly. Lastly, she provides an "open door" policy for all monitors to come to her for assistance with issues that may impede the work environment.

Ms. Champlain was selected for this role with Jefferson County due to her experience providing field supervision on projects of similar scope.

RELEVANT EXPERIENCE

Division Supervisor (March 2022 – July 2022)

CalRecycle | Dixie Fires Northern Division 2021

Ms. Champlain was quickly promoted to Division Supervisor after joining the project as a Task Force Leader. She was responsible for the collection of data from the Contractor to document work of tree felling, off haul and disposal. Some of Ms. Champlain's project responsibilities included:

- IForms
- Tetra Tech's proprietary *RecoveryTrac*™ ADMS
- Tree Assessments
- PreFelling Survey
- PostFelling Survey
- ISW Survey
- Smartsheets
- Excel Spreadsheet for Dispatch
- Supervision of Tree Felling Crews

Task Force Leader (June 2021 – March 2022)

CalRecycle | Northern Branch 2020 Fires

Ms. Champlain was quickly moved up to a Task force Leader after beginning the project as a Crew Leader. Her responsibilities on this project included:

- Collection of data from Contractor work both Tree Felling, Offhaul & Disposal
- Solicitation
- Processing stumps via *RecoveryTrac*™ ADMS
- Smartsheets
- Excel Spreadsheet for Dispatch
- Supervision of Wood Management Crews

Field Supervisor (February 2021 – June 2021)

VDOT, Richmond, VA | 2021 Winter Storm

Ms. Champlain started out as a monitor and was quickly moved up to the role of Field Supervisor. Her project responsibilities included:

- Collection of data from Contractor work both Tree Cutting, Offhaul & Disposal of ROW debris
- *RecoveryTrac™* ADMS
- Excel Spreadsheet for Dispatch
- Leaner/Hanger
- Collections
- Disposal
- Supervision of both tree and collection monitors



Mark Anthony Malbrew

Proposed Role: Field Supervisor

2 YEARS OF
EXPERIENCE

3 DISASTERS

Areas of Expertise

Sanitation & Decontamination

ROW Debris

Private Property Debris

Eligibility Review

Key Training/Certifications

OSHA 500/ 510/ 511 & 7505

Adult CPR/AED & First Aid

NCCER Field Safety Technician

NCCER Construction Site Safety
Supervisor

NCCER Safety Technology

NCCER Construction Site Safety
Technician

NCCER Electrical Training

Certified Forklift Operator

Education

High school Diploma

Employment History

Tetra tech (October 2020 – Present)

Fabrication and Construction Services
(March 2020 – April 2020)

Alfred Miller Construction (April 2015
– January 2020)

Scaffold Builder (November 2004 –
March 2007)

EXPERIENCE SUMMARY

Mr. Malbrew is a Field Supervisor with 2 years of experience. He has assisted with the dispatch of monitors to their respective crews as well as trained monitors on debris eligibility and oversight of monitor and contractor interactions. Mr. Malbrew has also been responsible for issuing tickets for traffic control vehicle, flagging crews, and completing truck certifications.

Mr. Malbrew was selected for this role with Jefferson County due to his experience providing field supervision on projects of similar size and scope.

RELEVANT EXPERIENCE

Field Supervisor (January 2022 – June 2022)

VDOT, richmond, VA | 2022 Winter Storm

Mr. Malbrew was responsible for the supervision of a team of field debris monitors. He helped with the coordination of dispatch of monitors to crews. Mr. malbrew also trained and instructed monitors on eligibility of debris in the removal process.

Mr. Malbrew's responsibilities also included:

- Conducting field safety checks across multiple regions
- Field data QA/QC for an assigned number of staff
- Continuous updating of project dispatch and creating staff rotation schedules

Sanitation Officer (September 2021 – January 2022)

Vaccination Sites, City of Houston, TX | COVID-19

Mr. Malbrew oversaw the sanitation and decontamination of both mobile and mass vaccination sites across the City of Houston.

Mr. Malbrew's responsibilities also included:

- Ensuring that health and safety is in compliance for incoming recipients
- Creating and implementing site set up for proper work flow
- Ensuring that equipment and supplies were adequate and in place as needed

Field Monitor (October 2020 – March 2021)

City Of Lake Charles | Hurricane Laura

Mr. Malbrew was responsible for monitoring private property debris removal efforts for community homeowners whose property was damaged by Hurricane Laura. The purpose of this role was to remove this debris from the Right-of-Way.

Mr. Malbrew's responsibilities also included:

- Ensuring contractor information was up to date on loading vessels and in the system
- Ensuring health and safety protocols were adhered to
- QA/QC of field data

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Paris Nicole Atkinson

Proposed Role: Data Manager

15 YEARS OF
EXPERIENCE

Areas of Expertise

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Invoice Reconciliation
- Geospatial Analysis

Disasters

- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- Collier County FL Severe Storms
- 4269 TX Flooding
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

Education

University of Florida
Bachelor of Science, Psychology,
2005

Employment History

Tetra Tech (October 2015 – Present)

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

Ms. Atkinson was chosen for this role due to her extensive experience managing data for Tetra Tech clients whose projects are similar in size and scope to the services requested by Jefferson County.

RELEVANT EXPERIENCE

Finance & Administration Chief (March 2019 – Present) Camp Wildfire (Butte County) | CalRecycle

The Camp Wildfire was the most destructive fire in California history. As Finance and Administration Chief, Ms. Atkinson provides guidance and management on all of the financial and cost analysis and cost efficiency aspects of the tree removal operations. She is responsible for reviewing auditing invoices to ensure that they are accurate, defensible, and reimbursable by the state and federal (if applicable) agencies supplying disaster relief funding. In total, Ms. Atkinson has managed the data associated with over 1.5 million tickets.

Regional Project Manager (November 2018 – Present) State of Georgia – United States Army Corps of Engineers (USACE)

Ms. Atkinson is currently serving as the overall regional data manager for the USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. She oversees the regional data manager from the northern, central, and southern regions and provide senior leadership and oversight.

Data Assessment Manager (September 2018-December 2018) Carr Fire – CalRecycle

Ms. Atkinson served as a data manager on the Carr Fire recovery program in Shasta County, CA. Ms. Atkinson was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation.

Debris Subject Matter Expert Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP

Ms. Atkinson served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Ms. Atkinson and the project team developed a debris management strategy based on the assessment of the County's existing resources, landfill and disposal capacity, and debris management site options. Ms. Atkinson also assisted in the development of multiple debris forecast models to estimate the

resulting debris volumes following a disaster as well as the County's capacity to address debris using internal equipment and resources.

Regional Data Manager (September 2017-August 2018)

State of Florida | Hurricane Irma | Disaster Debris Program Management

Hurricane Irma impacted almost the entire state of Florida. As such, Tetra Tech managed numerous program management and monitoring projects throughout the state. Ms. Atkinson served as a regional data manager and oversaw daily data and invoice reconciliation operations of projects throughout Florida including Hillsborough County, Polk County, Miami-Dade County and Orange County. Ms. Atkinson provided senior level leadership and guidance to field data managers including FEMA compliance management, QA/QC of collection data, and the management and documentation of specialized programs such as hazardous tree and hanger removal. Ms. Atkinson also managed a team of invoice reconcilers who reviewed and submitted reconciled hauler invoices to clients.

Regional Data Manager (August 2017-June 2018)

State of Texas | Hurricane Harvey | Disaster Debris Program Management

Mr. Atkinson served as a regional data manager following the aftermath of Hurricane Harvey. She provided senior level leadership and guidance to field project managers. Ms. Atkinson verified field data managers followed standard operating procedures to manage and report debris collection statistics and progress. Ms. Atkinson also managed a team of invoice reconcilers that reviewed and submitted reconciled hauler invoices to Tetra Tech's Texas clients.

Regional Data Manager (September 2016-June 2017)

State of Florida | Hurricane Matthew | Disaster Debris Program Management

Ms. Atkinson served as a regional data manager and provided senior level leadership and guidance to field project managers. Hurricane Matthew primarily impacted Florida's east coast communities such as Volusia, Flagler, and St. John's County. Ms. Atkinson also performed quality assurance checks on field data managers to verify proper project reporting and data management. Ms. Atkinson also led a team of reconcilers to review and process debris hauler invoices for submission to Tetra Tech's Florida clients.

Senior Data Manager (October 2015-August 2016)

Lake County, California | Valley Fire Disaster Debris Program Management

Lake County, California was one of the counties severely impacted by the Valley Fire, which burned over 76,000 acres across Lake, Napa, and Sonoma Counties prior to being fully contained. Tetra Tech was retained by the County to provide program management and debris monitoring services. In addition to a right-of-way debris and hazardous tree removal program, the County also initiated a selective private property debris removal (PPDR) program. One of the unique aspects of the County is the enormous trees along the right-of-ways. Thousands of fire hazard trees were identified throughout the County that, though located on private property, could pose a threat to County maintained roads. As a result, the County initiated a selected PPDR program to address standing dead trees on private property that could impact County roads. Ms. Atkinson served as a senior data manager and was responsible for FEMA compliance management, including QA/QC of data and managing the documentation.



Ricardo Andres Bosques

Proposed Role: Data Manager

EXPERIENCE SUMMARY

6+ YEARS OF EXPERIENCE

9 DISASTERS

8.2M+ CBYS DEBRIS REMOVED

Areas of Expertise

Disaster Debris Management

Data Collection, Utilization, and Validation

Data Management

Report designs

Reimbursement Policies and Procedures

Public Relations

Invoice Reconciliation

Disasters

5278 California Camp Fire

5259 California Carr Fire

5192 California Detwiler Fire

4332 Hurricane Harvey

4286 Hurricane Matthew

4272 Severe Storms and Flooding

4269 Severe Storms and Flooding

4240 CA Wildfires

4245 Texas Severe Storms

Education

University of Texas at San Antonio,

Bachelor of Science

Biology with a concentration in

Microbiology/Immunology

San Antonio, TX, May 2013

Employment History

Tetra Tech (June 2015 – Present)

Mr. Bosques is a regional data manager and ADMS technology specialist for Tetra Tech, Inc., where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. As a regional manager Mr. Bosques is responsible for the implementation of Tetra Tech's *RecoveryTrac™* ADMS technology as well as oversight and management of field data managers and invoice analysts.. Mr. Bosques and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

Mr. Bosques also has an in-depth understanding of our *RecoveryTrac™* Automated Debris Management System (ADMS). As such, he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting

RELEVANT EXPERIENCE

Senior Data Manager (January 2022 - Present)

Various Locations | Severe Winter Storm

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (*RecoveryTrac™*), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Virginia Department of Transportation:** Culpeper District, Fredericksburg District, Richmond District

Senior Data Manager (December 2021 - Present)

City of Houston, Texas | Lake Houston Silt Removal

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (*RecoveryTrac™*), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

Senior Data Manager (December 2021 - Present)

Various Locations | Kentucky Severe Storms & Tornadoes (DR-4630)

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (*RecoveryTrac™*), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Kentucky:** Bowling Green, Warren County

Senior Data Manager (August 2021 - Present)**Various Locations | Hurricane Ida**

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Louisiana:** Audubon Nature Institute, Central, Covington, Iberville Parish, St. John the Baptist Parish, St. Helena Parish, St. James Parish, Tangipahoa Parish, Gramercy, Litcher

Senior Data Manager (November 2020 – June 2021)**Various Locations | Hurricane Zeta**

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Alabama:** Dallas County, Marengo County, Wilcox County
- **Mississippi:** Diamondhead, Gulfport, Hancock County

Senior Data Manager (September 2020 – October 2021)**Various Locations | Hurricane Laura**

Mr. Bosques handled overall project setup through Tetra Tech's ADMS (RecoveryTrac™), created and oversaw specialized reporting requested by the clients, handled debris contractor invoicing data and documentation, provided client demonstrations of the geoportal GIS tracking system, and sat in on initial project meetings with clients to answer and advise on any questions regarding their FEMA compliance pertaining to the debris removal operations and data tracking.

- **Louisiana:** Lake Charles, Calcasieu Parish Acadia Parish, Rapides Parish, Jefferson Davis Parish, Dequincy, Crowley, Sulphur, Vinton, Westlake, Iowa
- **Texas:** Orange County

Invoice Reconciliation Manager (January 2019-December 2019)**CalRecycle | Camp Fire**

Mr. Bosques served as the invoice reconciliation manager for the prime debris contractor Ceres Environmental, Inc. following the Camp Fire incident.

- Provided oversight, quality control, and guidance during the invoice reconciliation process for over 6.6 million cubic yards of debris removed across 2,800 parcels.

Other Data Management Projects (2015 – 2017)

- **City of Houston, Texas | Hurricane Harvey (August 2017 – Present)**
- **Town of Hilton Head, South Carolina | Hurricane Matthew Debris Program Management (October 2016 – May 2017)**
- **CalRecycle | Erskine Fire Remediation and Disaster Recovery Services (August 2016 – October 2016)**
- **Calaveras County, California | Catastrophic Fires (January 2016 – August 2016)**
- **San Marcos, Texas | Severe Storms and Flooding Disaster Debris Program Management (October 2015- January 2016)**
- **Hays County, Texas | Memorial Day Flooding Disaster Debris Management (October 2015 – March 2016)**
- **City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management (June 2015 – August 2015)**



Kenya Bryant Long

Proposed Role: Project Coordinator

5 YEARS OF
EXPERIENCE

12 DISASTERS

Areas of Expertise

Payroll Administration

Bookkeeping

Invoicing

Timecard Auditing

Scheduling

New Hire Onboarding

Education

Union Catholic Regional, High School
Diploma, 1990

Employment History

Tetra Tech (September 2017 –
Present)

Robert Half (February 2017 –
September 2017)

Exclusive Clientele (June 2016 –
February 2017)

Hillsborough County, FL (August 2013
– June 2016)

EXPERIENCE SUMMARY

As a Project Coordinator Ms. Kenya Bryant Long is responsible for helping with day to day tasks to ensure the project runs smoothly. Ms. Bryant Long, helps to align projects with business goals, create work plans, manage day to day office duties, achieve milestones as well as communicate and document any important information related to each task.

Ms. Bryant Long was selected for this role with Jefferson County due to her experience providing successful project coordination services to Tetra Tech clients that are similar to those Jefferson County is requesting.

RELEVANT EXPERIENCE

Project Coordinator (September 2017 – Present)

Tetra Tech Inc.

Responsible for submitting logs accurately & timely to HR for payroll daily. Handled all payroll issues for project. Maintained all project documentation in neat and organized systematic format. Oversaw inventory control of supplies for project. Point of contact for monitors and HR on project. Responsible for onboarding new monitors to project and making sure that all of their paperwork & documentation is accurate. Responsible for making sure that time entered into Timekeeper system was accurate.

In this capacity, Ms. Bryant Long has helped with Hurricane recovery efforts on projects such as Hurricane's Irma, Florence, Michael, Sally, Ida and Calcasieu Parish Waterways project. Fire projects such as Wild Fire (Camp Fire) and Mendocino Fires; severe and winter storms such as Ice Storm VDOT, Tornado of Bibb County and Tornadoes City of Bowling Green and Warren County. Ms. Bryant Long has also assisted with miscellaneous tasks such as reaching out to TDR staff for upcoming storm season.

Accounts Payable Technician (February 2017 – September 2017)

Robert Half | Brandon, FL

Verified & reconciled over 500 Invoices weekly & making sure they were entered accurately. Worked independently while recognizing situations that required additional attention. Provided supporting documentation for audits.

Salon Manger Exclusive Clientele (June 2016 – February 2017)

Tampa, FL

Maintained the daily Operations of the Salon. Scheduled appointments for new and existing clients. Performed hair services for clients. Placed orders with vendors to replenish the inventory. Implemented new marketing strategies for Salon.

Bookkeeper (August 2013 – June 2016)

Hillsborough County, FL

Responsible for daily entry of accounting transactions, monthly financial summaries and reports. Prepared financial statements and performed monthly bank account reconciliations. Ensured compliance with all regulatory reporting requirements and maintained fixed asset inventory. Established, verified, & processed purchase orders. Exercised empathy with others to assist in all aspects of communication creating higher chances of successful outcomes & compromises.

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5. Technical Approach

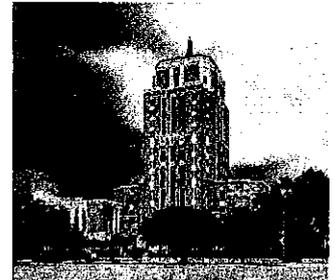
Project Understanding

Located in Southeast Texas on the plains of the Texas Gulf Coast, Jefferson County (County) spans 1,113 square miles. Due to its geographical location, the County is susceptible to damaging winds and floods associated with tropical weather events, as well as occasional ice storms. Because the potential for a debris generating event is always present, the County recognizes the need for a debris monitoring and disaster recovery consulting firm with both an unmatched level of experience, as well as familiarity with the County's unique needs following a disaster event.

Jefferson County

 **256,526**
residents

1,113
square
miles **2** DMS
Sites



For nearly 15 years, the Tetra Tech team has worked closely with the County to plan for and execute recovery missions for such events. Our understanding of the County's protocols, procedures, and expectations was evident during our most recent response to Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Prior to, during, and immediately after the storm, Tetra Tech management was in regular contact with County officials to identify immediate needs and coordinate debris removal operations. Tetra Tech staff arrived at County offices and began coordinating with the County's debris hauling firm to open debris management sites, map primary area of concerns, coordinate with County officials, and schedule truck certification. As a result of Hurricane Harvey in August 2017, Jefferson County reported that 5,500 homes were destroyed and nearly 16,000 others sustained major damage. Our firm was responsible for 149,816 cubic yards (CY). Tetra Tech also provided debris monitoring services following Tropical Storm Imelda, which resulted in 57,429 CY of debris.

While the County can't prevent disasters, it can put itself in the best position possible to recover. As such, it is the County's intention to retain the services of a contractor who can provide emergency disaster debris monitoring services.

Our Understanding of the Services Required by County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Pre-Event Planning and Training
- Emergency Push Documentation
- Debris Site Permitting
- ROW Debris Monitoring
- Reporting and Data Management
- Closeout and Appeals Support

Our team has experience assisting the County with the requested services. In 2019, following Tropical Storm Imelda, Tetra Tech monitored the removal of over 57,000 CYs of debris. We look forward to continuing to support County with debris monitoring services, should the need arise.

Tetra Tech's capabilities and methodology to drive a successful project for the County include:

Past Experience and Relationship with the County: Our unique understanding of the County's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricanes Rita and Harvey, as well as Tropical Storm Imelda.

Continuous Coordination and Communication with County Officials and Stakeholders: A dedicated project management team will be appointed to coordinate with the County throughout the year, not just during times of activation.

Immediate Response Capabilities: Tetra Tech has disaster recovery personnel and 7 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing County to return to the business of running day-to-day operations.

Focus on Hiring Locally: Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.

Project Transparency and Real-time Reporting: Our proprietary *RecoveryTrac™* automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the County and tailored to the County's data needs.

Maximum Reimbursement for the County: Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the County receive and retain the maximum reimbursement allowed following a disaster

Project Management Principles

Tetra Tech's project management principles include five critical pillars: transparency, resources, compliance, efficiency, and mitigation.

Transparency: Maintaining visibility of the project's contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the County, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

Resources: Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

Compliance: Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech's *RecoveryTrac™* ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the County benefits from maximum potential for reimbursement.

Efficiency: Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry's largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac™* ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The County will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the County's expectations.

Mitigation: Identifying risks, managing the project risk matrix, and documenting risks encountered.

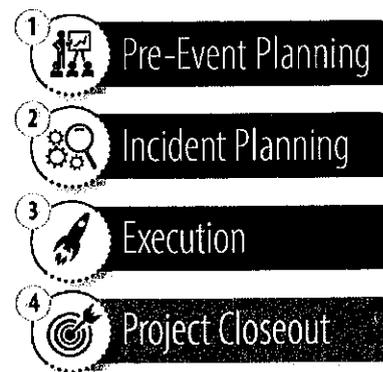
Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.

6. Operational Schedule

Based on Tetra Tech's understanding of the County and its needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with

We are committed to providing a consistent and coordinated project team to perform the scope of work upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.



the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-event (normal conditions)		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"> Conduct annual pre-event meeting with the County and debris contractor Review the County's disaster recovery contracts for FEMA compliance Update critical documents and files, including any GIS files Contact the County and initiate daily conference call
H-96	Review capabilities and resources	<ul style="list-style-type: none"> Determine resource requirements from debris model Review the County's emergency policies and contracts Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Event (Notice)		
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure Review protocols for private property, gated communities, and public drop-off sites Review debris management site (DMS) locations and follow up with the State on permitting procedures Estimate equipment requirements and DMS capacity to haul and stage debris Prepare ADMS technology for mobilization Conduct regular meetings with County staff as requested Confirm staging location and begin mobilization of resources
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Obtain GIS files for municipalities that the County will assist with debris removal Continue to update and gather updates from the County's debris hauler Save all critical documents and files to the network drive, USB drive, and laptop hard drive
H-24	Prepare final reports	<ul style="list-style-type: none"> Certify emergency road clearance equipment (in coordination with the County's debris hauler) Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Event (No-Notice)		
H +24	Emergency push	<ul style="list-style-type: none"> Receive notice to proceed with not to exceed Begin emergency push Maintain time and materials (T&M) logs for push equipment Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) Supervisors report to pre-designated locations and prep staff on project Begin establishing ADMS infrastructure Begin recruiting and training monitors, project coordinators, and data staff Initiate opening of DMS locations Follow up with State-level environmental regulations on debris permits (if required) Work with the County to establish public information protocols to respond to concerns and comments
H +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> Continue emergency push Continue preliminary damage assessment Develop debris cost estimate required for presidential disaster declaration Develop operational plan for disaster-specific issues Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> Begin hauling truck certification Install ADMS tower monitor infrastructure Train monitors on policies, ADMS, and safety Open public drop-off sites as requested

Time	Task	Deliverables/Milestones
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> Assign monitors to trucks Assign supervisors to monitors Hold morning and afternoon meeting with County staff and debris hauler Implement QA/QC procedures Continue ROW collection Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> Issue daily reports/GIS maps Hold daily meetings with the County, hauler, and/or State/FEMA as required Staff citizens debris management hotline (if requested) Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> Provide ADMS reports and real-time monitoring access Establish client GeoPortal to provide insight into project progress Review truck metrics provided by <i>RecoveryTrac™</i> ADMS Initiate weekly reconciliation
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	<ul style="list-style-type: none"> Initial payment recommendations with retainage Prepare damage/cost estimates Compile supporting documentation (debris permits, debris contracts, etc.) Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> Waterway debris removal Private property debris removal (PPDR) Public drop-off sites HHW Mud/silt/sand removal (from storm drains, ditches, etc.) Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> Facilitate kickoff meetings with primary stakeholders Draft a PA work plan Conclude/review preliminary damage assessments Gather documentation for project worksheet (PW) development Identify opportunities for mitigation Conduct site visits

Project Closeout		
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> Final reconciliation Retainage release Release hard copy files Provide electronic database Assist with PW development Assist the County with long-term reimbursement Audit assistance Appeal support if necessary

Tornado/Severe Storm Immediate Response Timeline

Based on Tetra Tech’s understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
I +12	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure Review protocols for private property, gated communities, and public drop-off sites

Time	Task	Deliverables/Milestones
I +12	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Review debris management site (DMS) locations and follow up with the State on permitting procedures Estimate equipment requirements and DMS capacity to haul and stage debris Prepare ADMS technology for mobilization Conduct regular meetings with County staff as requested Confirm staging location and begin mobilization of resources Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Obtain GIS files for municipalities that the County will assist with debris removal Continue to update and gather updates from the County's debris hauler Save all critical documents and files to the network drive, USB drive, and laptop hard drive
I +12-24	Prepare final reports	<ul style="list-style-type: none"> Certify emergency road clearance equipment (in coordination with the County's debris hauler) Determine emergency road clearance priorities

Emergency Response

I +24	Emergency push	<ul style="list-style-type: none"> Receive notice to proceed with not to exceed Begin emergency push Maintain time and materials (T&M) logs for push equipment Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) Supervisors report to pre-designated locations and prep staff on project Begin establishing ADMS infrastructure Begin recruiting and training monitors, project coordinators, and data staff Initiate opening of DMS locations Follow up with State-level environmental regulations on debris permits (if required) Work with the County to establish public information protocols to respond to concerns and comments
I +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> Continue emergency push Continue preliminary damage assessment Develop debris cost estimate required for presidential disaster declaration Develop operational plan for disaster-specific issues Refine health and safety plan for disaster-specific issues
I +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> Begin hauling truck certification Install ADMS tower monitor infrastructure Train monitors on policies, ADMS, and safety Open public drop-off sites as requested Assign monitors to trucks
I +96	Begin debris collection monitoring	<ul style="list-style-type: none"> Assign supervisors to monitors Hold morning and afternoon meeting with County staff and debris hauler Implement QA/QC procedures Continue ROW collection Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> Issue daily reports/GIS maps Hold daily meetings with the County, hauler, and/or State/FEMA as required Staff citizens debris management hotline (if requested) Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> Provide ADMS reports and real-time monitoring access Establish client GeoPortal to provide insight into project progress Review truck metrics provided by <i>RecoveryTrac™</i> ADMS Initiate weekly reconciliation Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant	<ul style="list-style-type: none"> Prepare damage/cost estimates Compile supporting documentation (debris permits, debris contracts, etc.)

Time	Task	Deliverables/Milestones
Week 2+	administration (FEMA, NRCS)	<ul style="list-style-type: none"> • Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc. • Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.)
	Special projects (if required)	<ul style="list-style-type: none"> • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency • Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project Closeout		
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> • Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with Project Worksheet (PW) development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

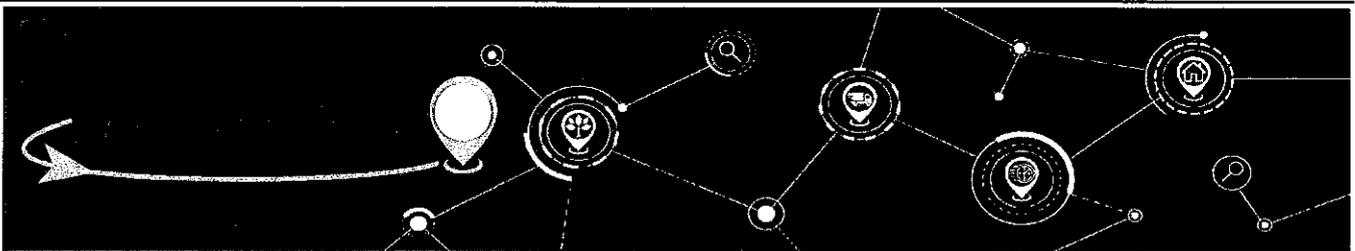
7. Approach to Debris Monitoring Services

Emergency Push

During the emergency push period, debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Coordination with the County to conduct preliminary damage assessments and road closures
- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Establish public information protocols to respond to concerns and comments

RecoveryTrac™ Automated Debris Management System



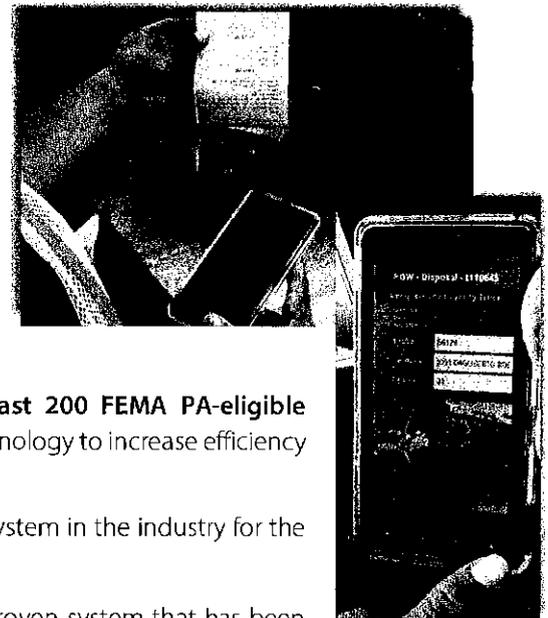
Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site



location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.

- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.

Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

RecoveryTrac™ ADMS Key Facts

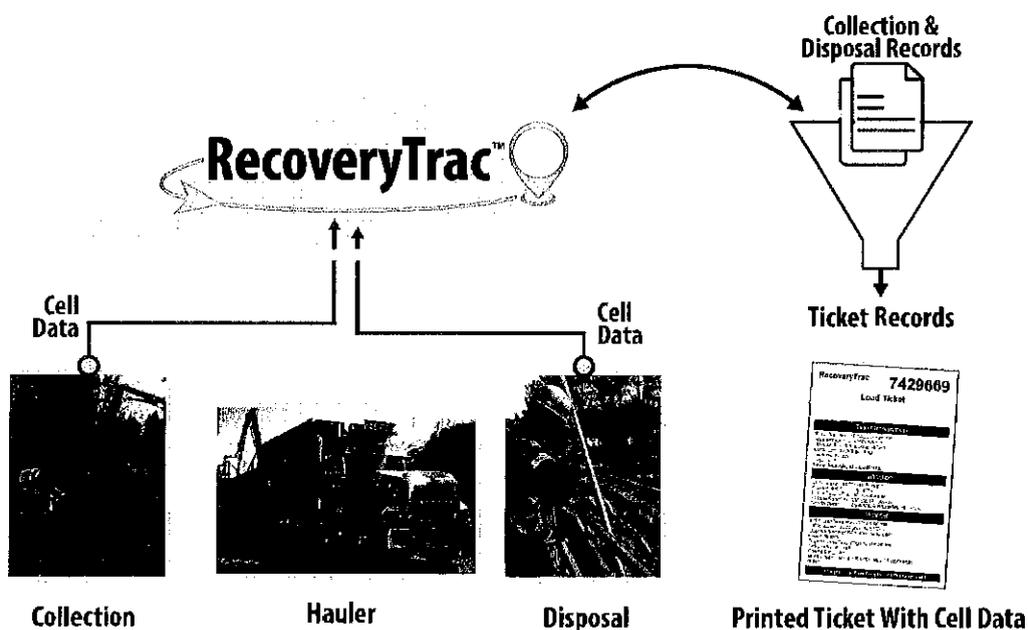
- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:

- STEP 01** The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
- STEP 02** A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
- STEP 03** Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
- STEP 04** When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
- STEP 05** The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called Look Ahead, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
- STEP 06** The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
- STEP 07** The debris site/tower monitor confirms the truck and debris type and enters the load call.
- STEP 08** Finally, the disposal load ticket is printed, and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.



RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

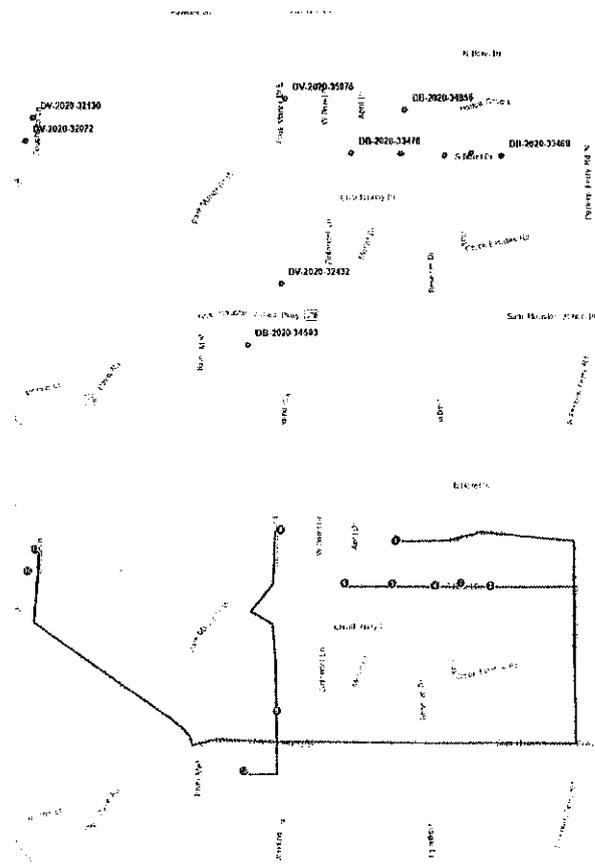
Industry-standard **ArcGIS Feature Services** delivers *RecoveryTrac™* ADMS data and serves as foundational building block for the applications.

Services:

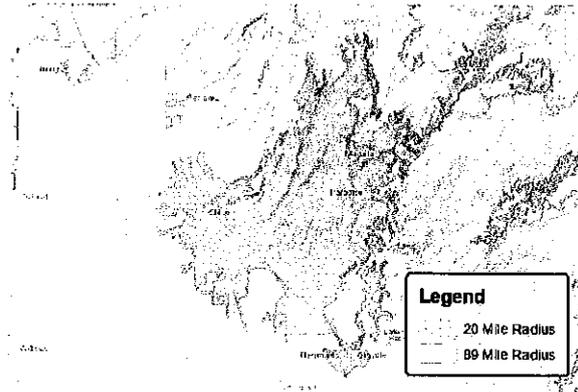
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.

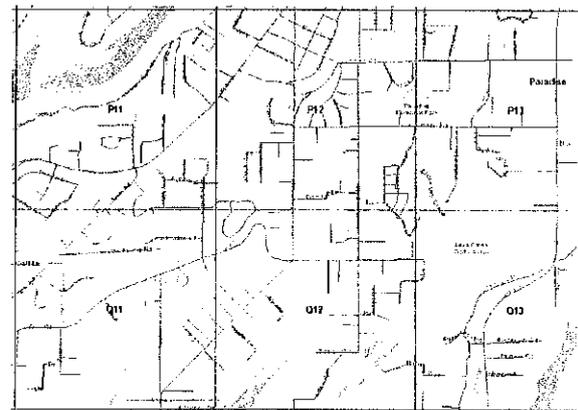
Work lists and **optimized routes** can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.



The **Driving Distance Analysis** tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

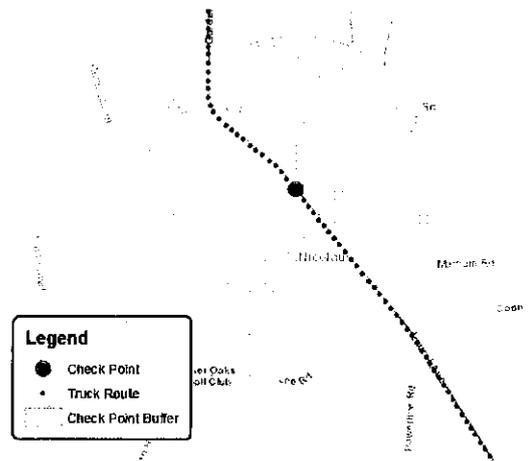


The **Standardized ROW Grid Index** layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

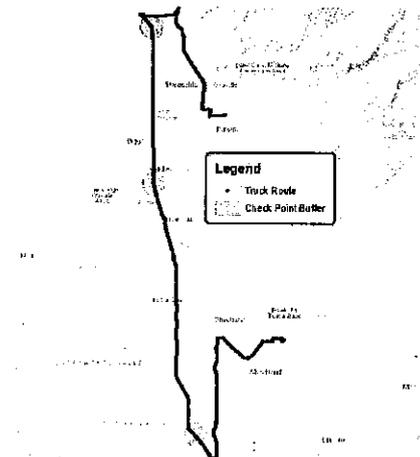


Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.

An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



Fleet tracking data provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for County requests.



Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac™* ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac™* survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac™* database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team’s utilization of Unmanned Aircraft Systems (UAS or more commonly, “drones”) in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients’ goals and objectives. Tetra Tech’s geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

Damage Reporting

Following a disaster, the County will need to evaluate citywide damages and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Damage Assessment Report

The screenshot displays a web-based damage assessment report interface. At the top, there are navigation options like 'HOME - PA Site Visit' and 'NEW MAP'. Below this is a toolbar with icons for 'Details', 'Add', 'Edit', 'Basemap', 'Save', 'Share', 'Print', 'Directions', 'Measure', and 'Bookmarks'. A search bar is located on the right side.

On the left side, there is a 'Add Features' panel with a grid of icons representing different damage categories. The main area is a map showing a street grid with several colored markers (A, B, C, D, E, F) indicating site visit locations. Labels on the map include 'Goodman Library', 'First Baptist Church', 'First Presbyterian Church', 'District Attorney', 'Veterans Memorial Building', and 'Harris County Hall of Justice'. A scale bar at the bottom indicates 0, 100, and 200 feet.

A detailed popup window titled 'Public Assistance Site Visits' is open over one of the markers. It contains the following information:

FEMA Category	Category E: Public Buildings and Content
FEMA Sub-Category	Building
PDA Site	2
Site Name	Historic Courthouse
FEMA Designation Number	4193-DR-CA
Cause Of Damage	Earthquake
Damage Description	Structural damage and water damage
Temp Work Complete	Emergency work
Temp Work To Be Completed	Ongoing

At the bottom of the interface, there is a footer with 'Source: Esri, DeLorme, Intermap, Inc., Swis... (USA), USCG, USGS, EPA' and a small logo.

Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac™* database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**

Truck Certification Report

RecoveryTrac Truck Certification Report 01/22/2019

HARRIS COUNTY TX TROPICAL STORM MELDAROW COLLECTION - Truck Certification Summary

Contractor: CERES	Total Insects Certified	Total Certified Capacity	Avg Certified Capacity
	62	3700	71.33
Totals:	62	3700	71.33

HARRIS COUNTY TX TROPICAL STORM MELDAROW COLLECTION - Truck Certification Details

Contractor: CERES
Sub-Contractor 1: GREEL BROTHERS

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Id	Vehicle Type	Vehicle Features
REA	010059	55	09/22/2019 11:41 AM	ACTIVE	P214760 (LA)	SELF-LOADING TRUCK	

Primary Box (L x W x H): 212x100x96 = 2033200 0 (+)
 Type: Box (L x W x H): 56x100x74 = 414160 0 (+)
 Type: Box (L x W x H): 67x100x17 = 113900 0 (+)
 Type: Box (L x W x H): 4x100x21 = 8400 0 (+)
 Total Volume: 2571900 0 Cu Inches (40656) = 55.12 Cu Yds

Driver Placard View Side View Back-Interior View Front View

Field Operations

The Tetra Tech debris monitoring program includes the following:

Tetra Tech Daily Field Operations

1. Work Scheduling

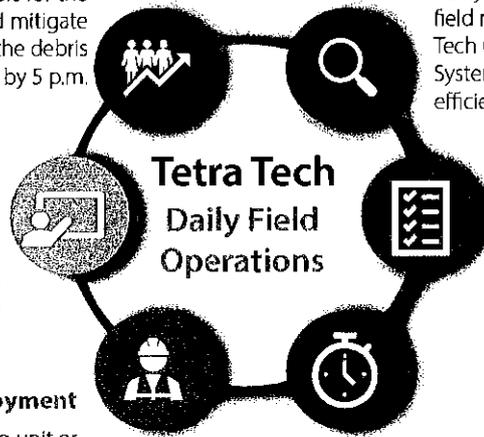
Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m.

2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).



4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.

Potential Delay

- Inability of a debris contractor to respond with sufficient equipment**
- Leapfrogging by the contractor (cherry picking work being performed)**
- Delayed invoices by the contractor**
- Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed**

Tetra Tech Strategy

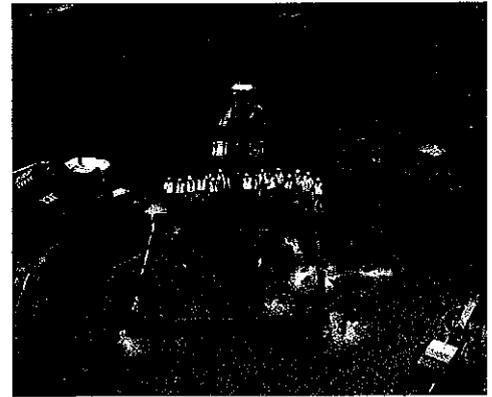
Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available. Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech. Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

Debris Management Site Monitoring

Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:



- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

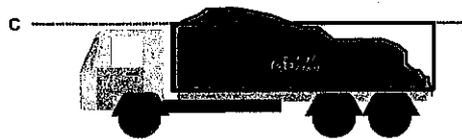
Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.



Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.



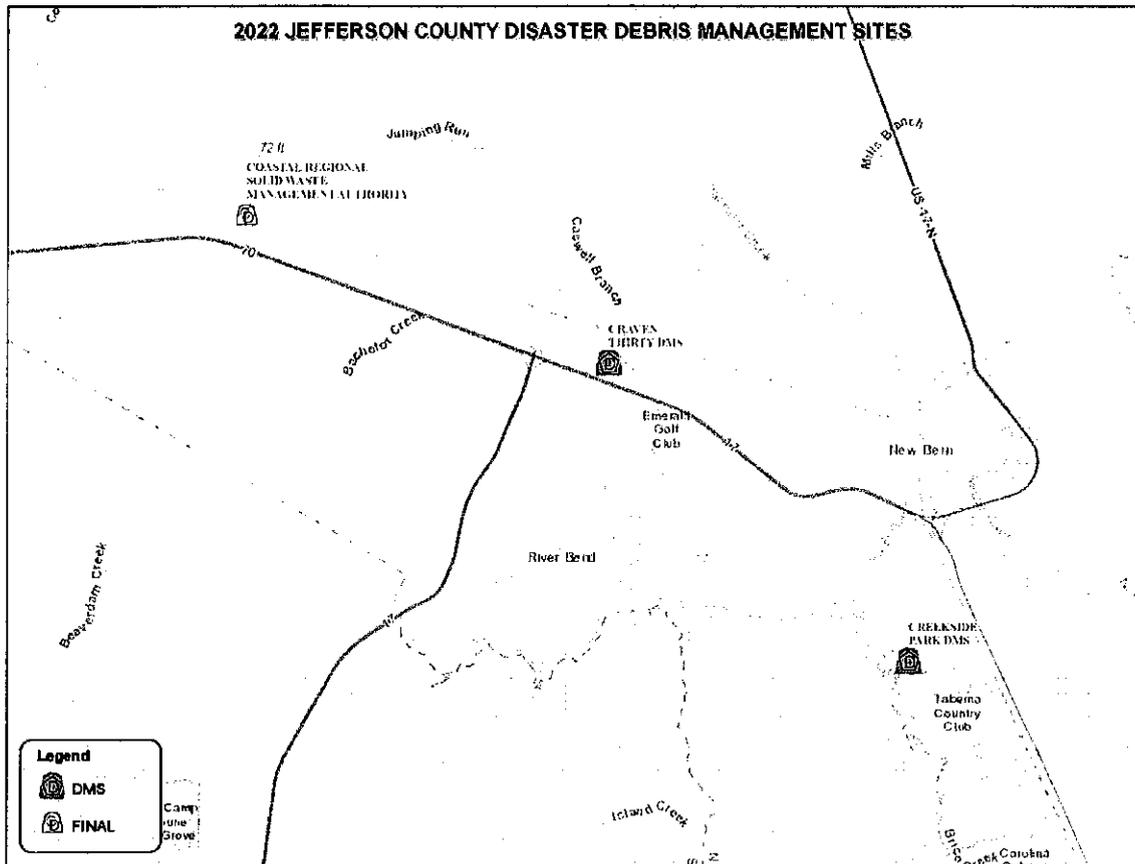
Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.



Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

DMS Maps

The following image shows a map of previous DMS sites in Jefferson County for which Tetra Tech has provided monitoring services.



Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying County residence before a resident unloads debris at the site.

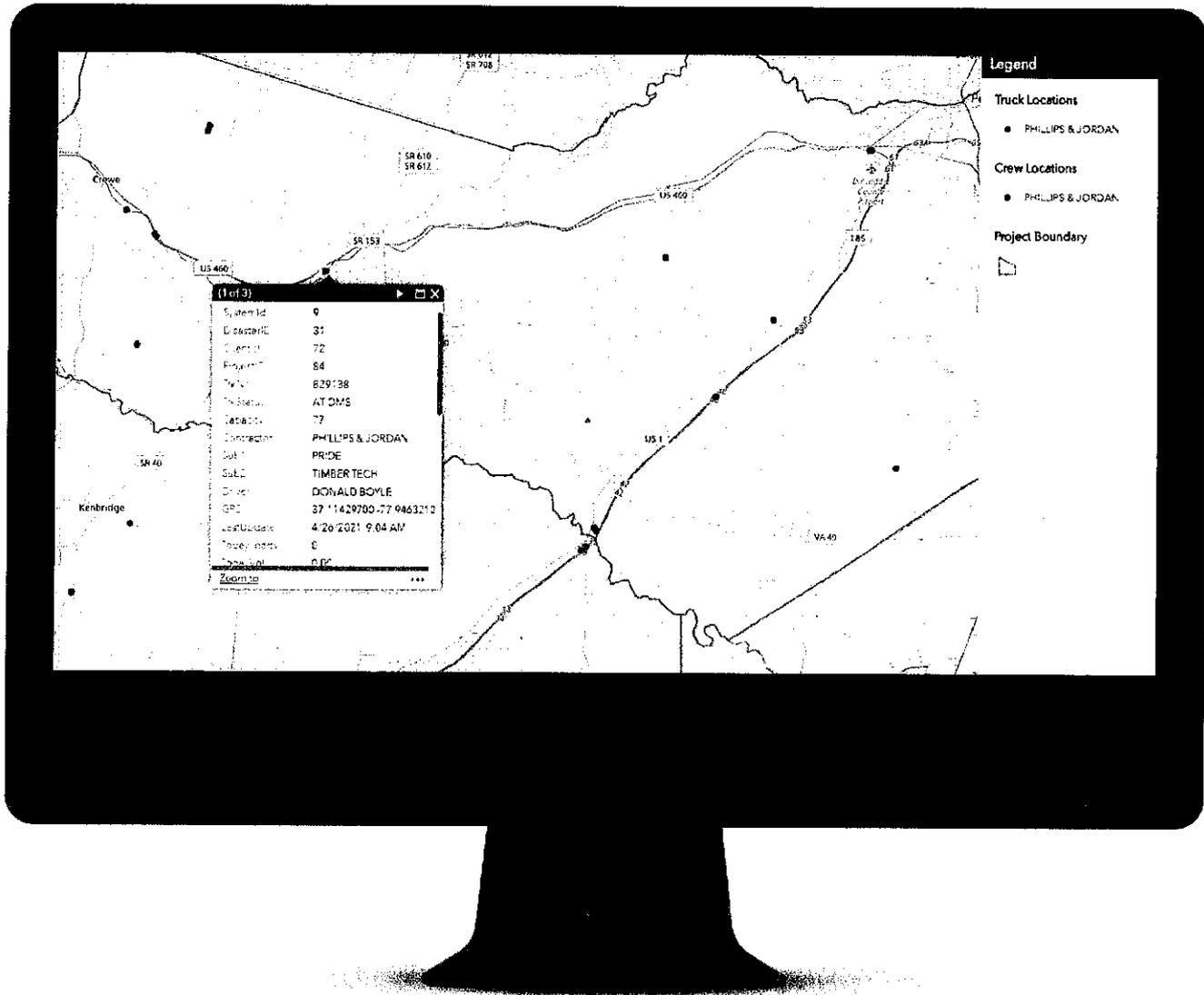
Right-of-Way Collection Reporting

Our *RecoveryTrac*™ ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Truck Locations

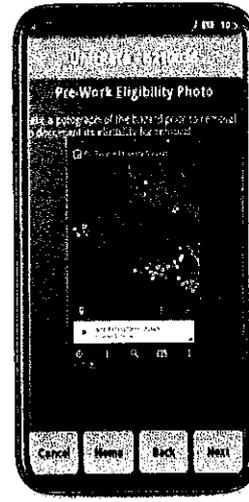
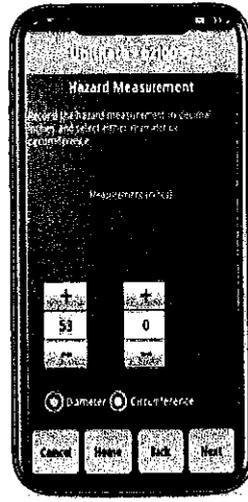
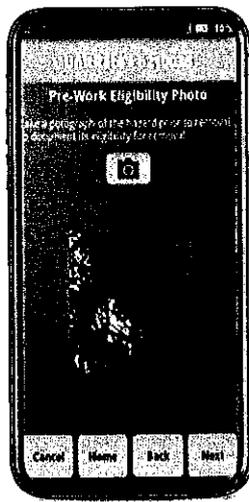


Stumps and Leaners/Hangers

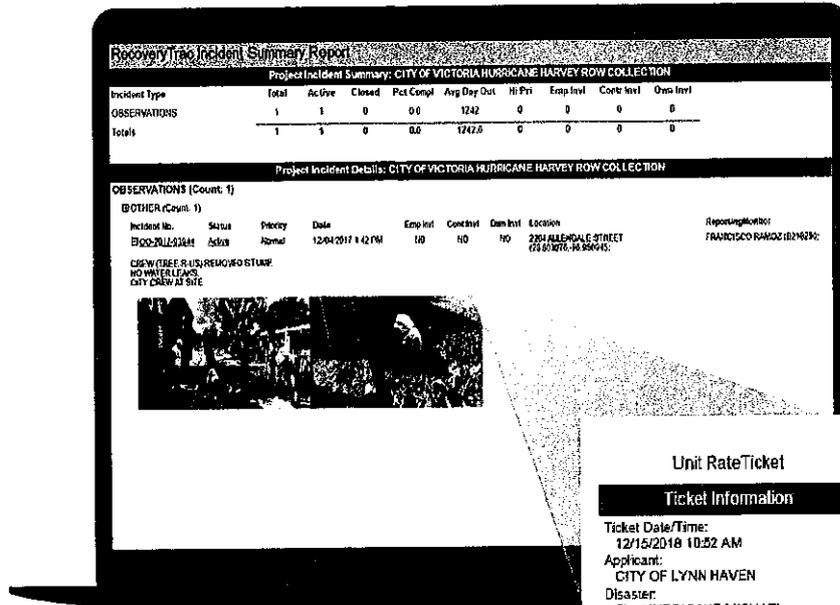
Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.

Hazardous Tree Mobile Suite



Real-Time Ticket Report



Project Incident Summary: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Cost Invl	Own Invl
OBSERVATIONS	1	1	0	0.0	1242	0	0	0	0
Totals	1	1	0	0.0	1242.0	0	0	0	0

Project Incident Details: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

OBSERVATIONS (Count: 1)

OTHER (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Contract	Dam Invl	Location	Reporting Monitor
808-2018-0144	Action	Normal	12/04/2018 11:42 PM	00	00	00	2801 ALLENDALE STREET 625 80276-48 98045	FRANCISCO RAMOS (821928)

CREW (SEE RAIN) REMOVED STUMP.
NO WATER LEAKS.
CITY CREW AT SITE.

Unit Rate Ticket

Ticket Information

Ticket Date/Time:
12/15/2018 10:52 AM

Applicant:
CITY OF LYNN HAVEN

Disaster:
FL - HURRICANE MICHAEL

Contractor:
ASHBRITT

Sub-Contractor:
TRI-RIVERS - ARBORPRO

Crew No.:
710300

Supervisor:
JONATHAN COLLINS

Hazard Information

Hazard Type:
1A - HAZARDOUS HANGERS
REMOVAL

GPS (Lat, Lng):
30.221035, -85.657885

Address:
812 BRADFORD CIRCLE

Measure:
6.00

Unit Count:
1.00

Start Time:
12/15/2018 10:35 AM

End Time:
12/15/2018 10:52 AM

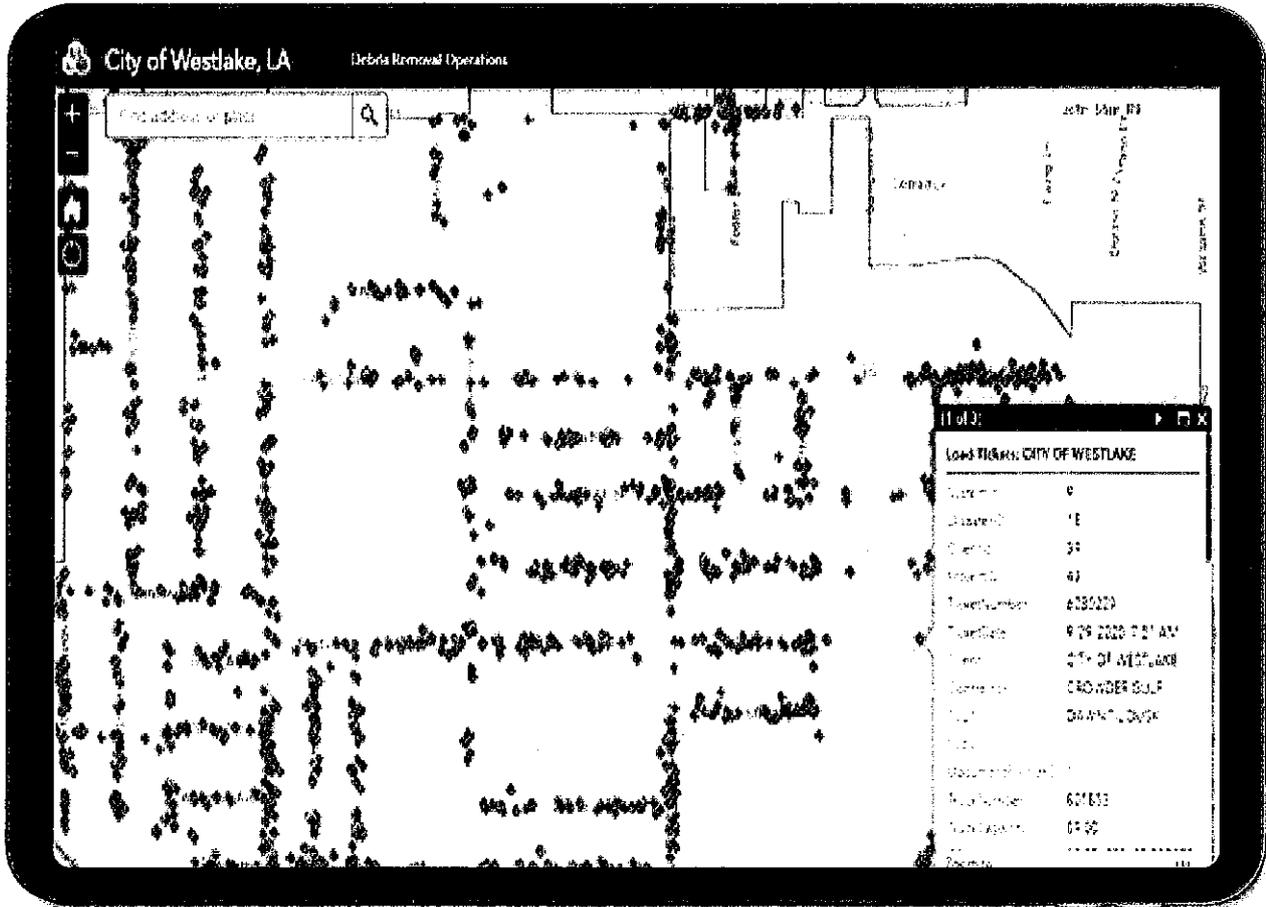
Monitor Name (Id):
JOELLY HARVEY (7232188)

Copyright 2019, Tetra Tech Inc.

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

Public Information Campaigns

Separating Your Debris

Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

VEGETATIVE DEBRIS
• Leaves (do not put in bags)
• Logs
• Plants
• Tree branches

CONSTRUCTION & DEMOLITION DEBRIS
• Building materials
• Carpet
• Drywall
• Furniture
• Lumber
• Mattresses
• Plumbing

DEBRIS SEPARATION
Separate debris into the six categories shown below.

DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.

The City is assessing and removing debris from homes and other structures impacted by Hurricane Irma. An estimated 2,039,785 cubic yards of debris was generated and will take some time to remove. Crews are actively working to remove debris and collection is progressing as quickly as possible. Your cooperation in following FEMA Debris Removal Guidelines will help speed the clean-up effort.

Visit page often to track the progress of work crews and to get an estimate of when they are expected in your area. Your patience is greatly appreciated as we work together to recover from the hurricane.

Frequently Asked Questions [Download](#)

Debris Management
Measured in Cubic Yards (CY)

2,039,785 CY Total Debris Generated

● Debris Contact □ Debris Hoisting

2,378
Loads Completed

What Gets Picked Up?
[Click to learn more](#)

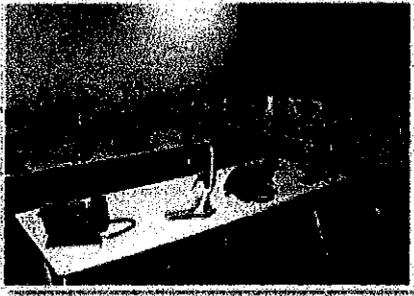
Where Do I Place My Debris For Pick Up?
[Click to learn more](#)

Where Are Collection Crews?
[Click here to find out](#)

Overall Progress to date
[Click here to find out](#)

Who do I call for more information?
The Disaster Hotline is available Monday through Saturday from 8 a.m. to 5 p.m. Call 888-123-4567 for assistance.

Call Center Operations

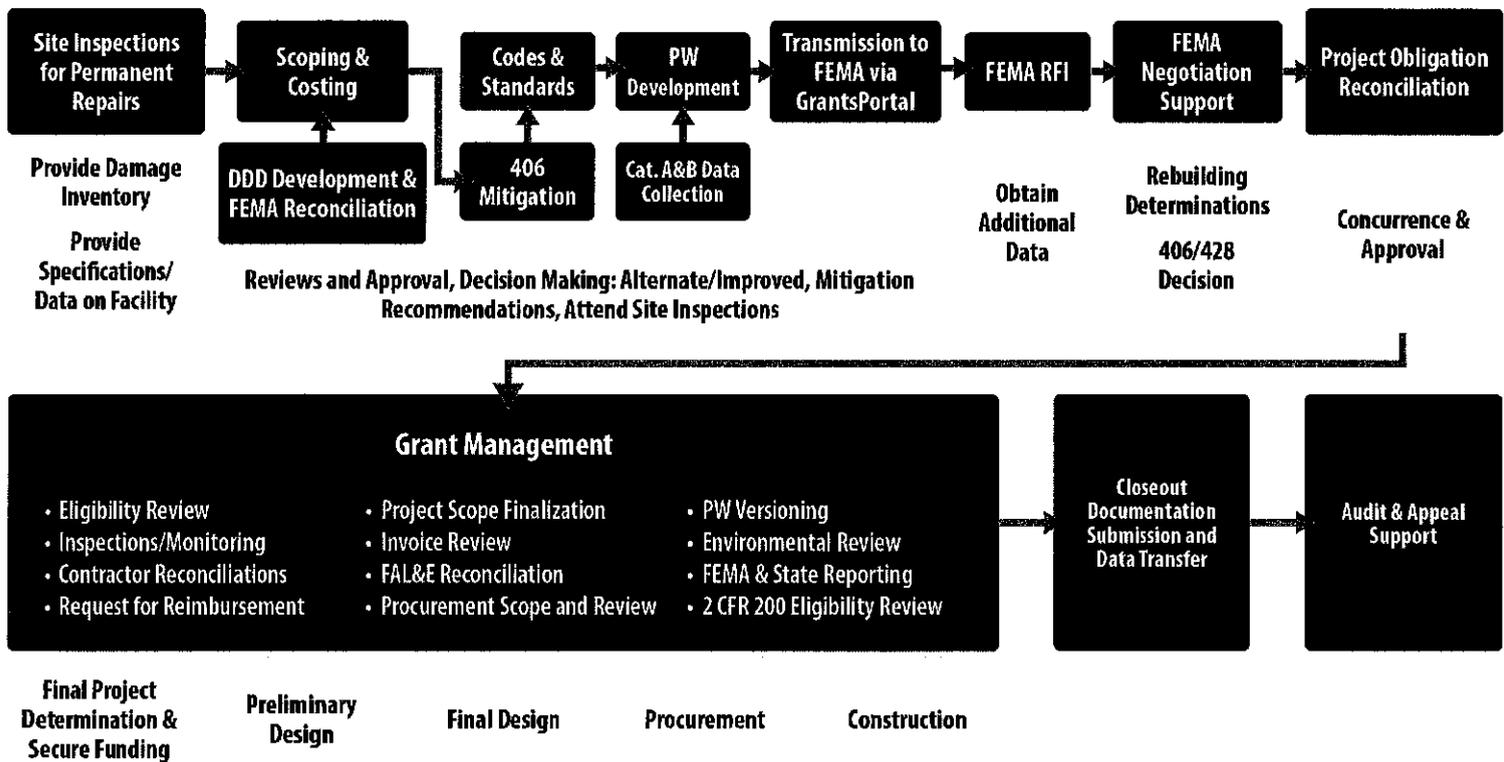


Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, TX following Hurricane Ike.

Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the County and governmental officials is becoming increasingly important.

Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris.

We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris. As detailed above in item 10, the use of our proprietary *RecoveryTrac™* ADMS technology can assist the County in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

The County is supported by debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and **upwards of \$2.5 billion in FEMA PA reimbursement.** Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and **Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs.**

Expedited Projects are obligated at 50 percent of eligible costs incurred for Debris Removal (Category A) and Emergency Protective Measures (Category B) conducted within the first days following the disaster and provide the necessary cash flow to kick-start recovery and ease the transition to the more traditional reimbursement-based program. Once the initial award of the expedited project is processed at 50% of the eligible costs incurred or projected, the County will need to provide all required documentation prior to the remaining funds being awarded in a project amendment. After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

Project Worksheet Completion and Application Process

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation.

We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first 2 years of the disaster include:

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of **experience working with FEMA Region VI.**

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Texas.

1

FEMA Validate as You Go (VAYGo) Audits:

Focus on disbursements to subrecipients on an annual basis

**DHS OIG Capacity Audits:**

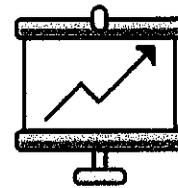
Focus on early detection of what issues might arise to promote corrective actions for recipients and subrecipients

2

3

General Accountability Office Audit:

Focus on performance of subrecipients on grants and identifying opportunities for process improvement



Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into County activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

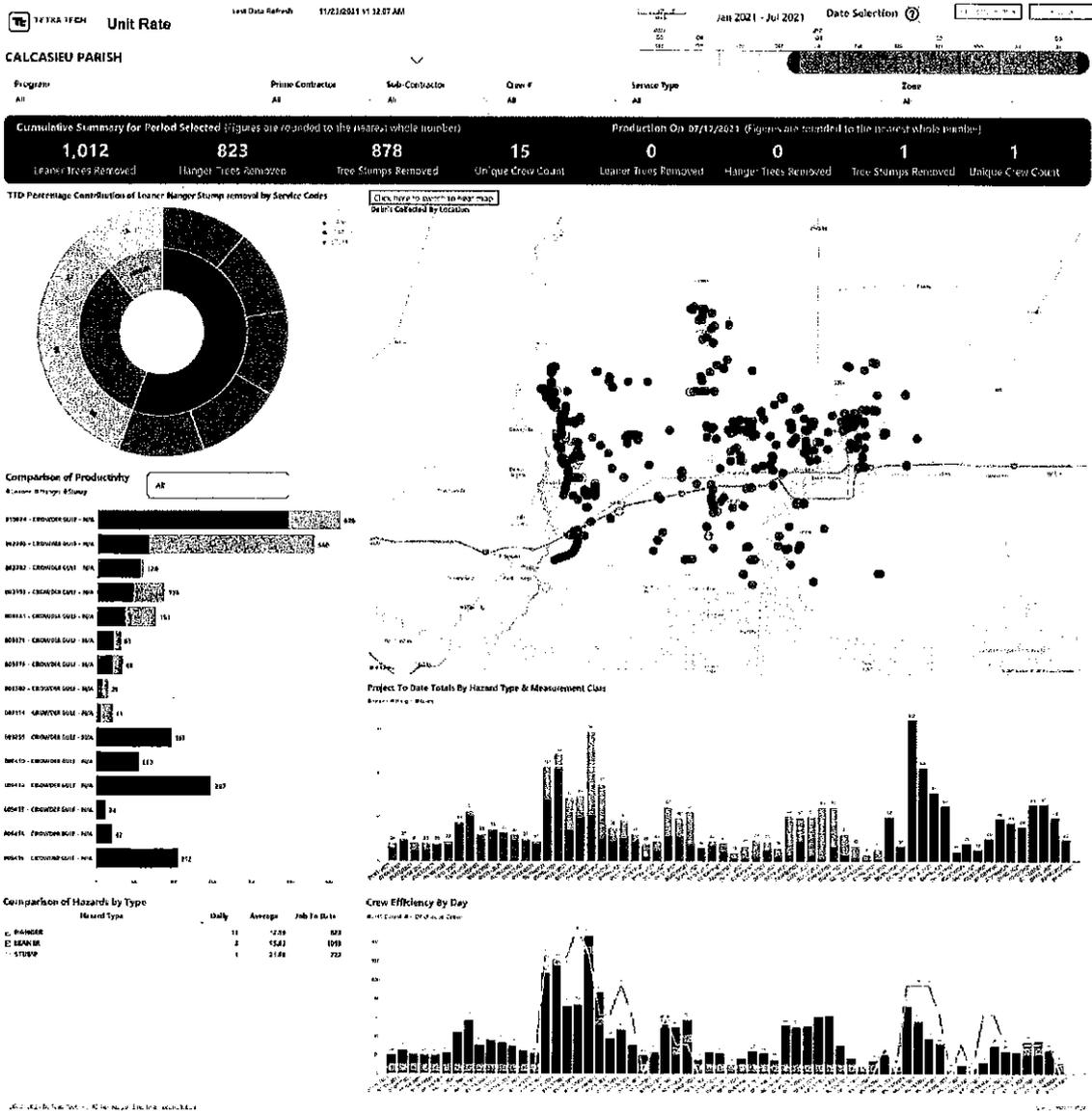
Reporting

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

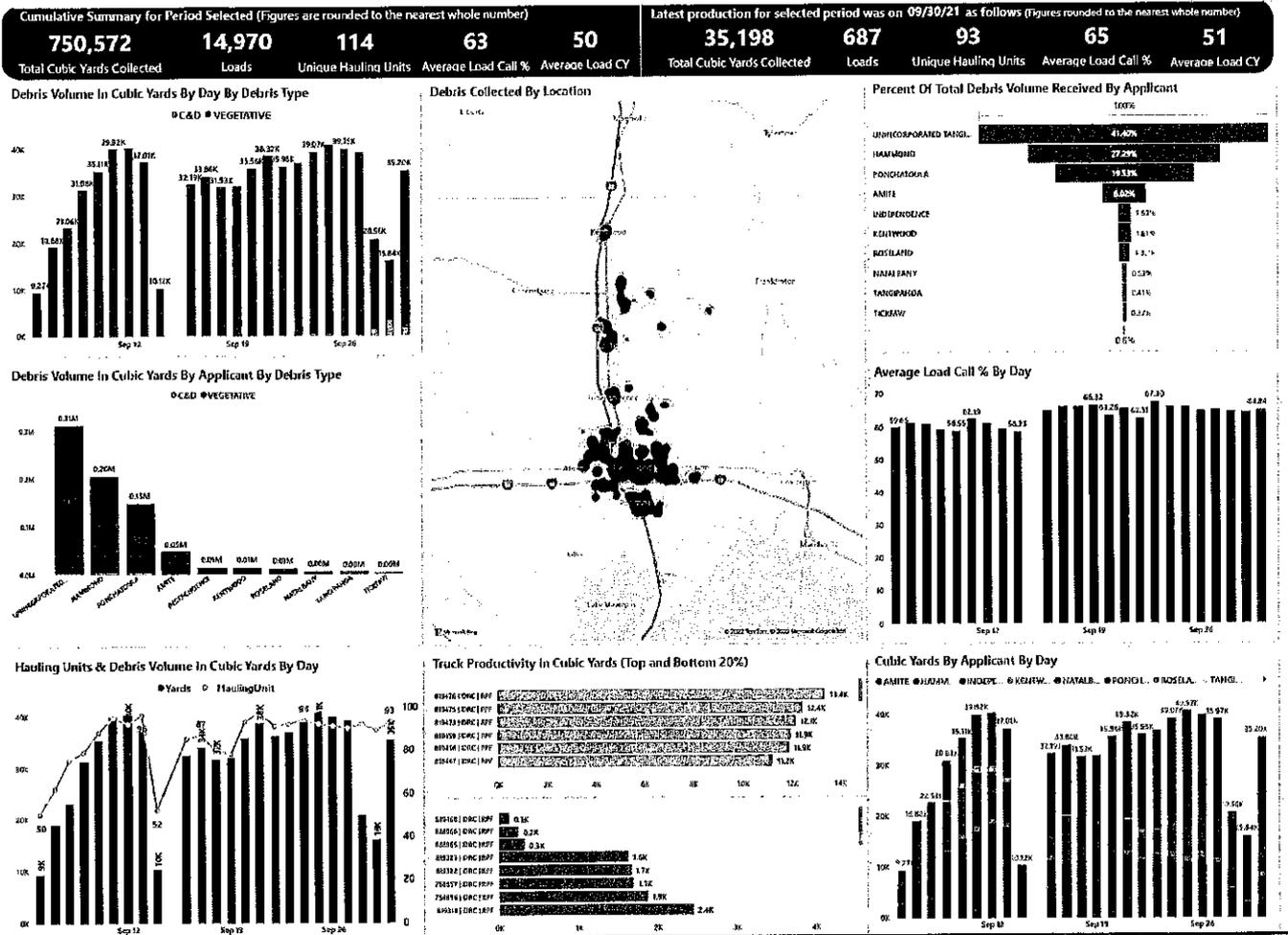
Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Sample Custom Report Developed



Sample Custom Report – Debris Volumes by Municipality



Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

Monthly Budget Status Report

Monthly Estimated Budget Status Report
 Tetra Tech, Inc.
 DRR 19104

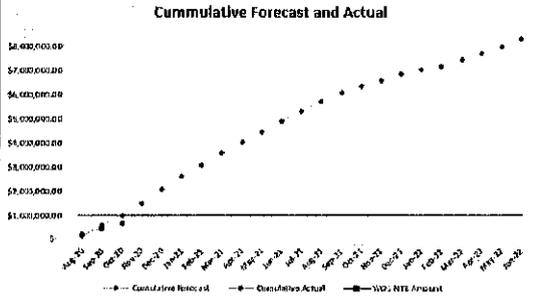


Report Month - October 2020

Report Date: 11/2/2020
 Project Start Date: 8/1/2020
 Contract End Date: 8/30/2022
 Contract Days Remaining: 666

Total Contract Budget	\$ 8,338,928.00
Total Estimated Amount Expended	\$ 680,932.75
Total Estimated Remaining Contract Budget	\$ 7,658,045.25
Estimated Contract Days Remaining With Current Forecast	3020

Cumulative Forecast and Actual



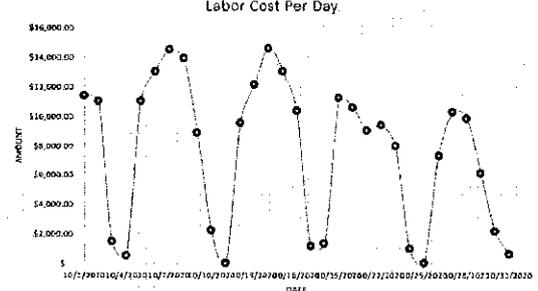
Summary of Itemized Cost Categories	Monthly Amount	Total Amount
Project to Date Estimated Labor	\$ 235,857.25	\$ 680,932.75
Grand Total	\$ 235,857.25	\$ 680,932.75

Project to Date Estimated Labor	Monthly Amount	Total Amount
Project Manager	\$ 29,640.00	\$ 83,070.00
Finance and Administrative Chief	\$ 390.00	\$ 1,560.00
Deputy Finance and Administrative Chief, Contractors	\$ 25,768.75	\$ 72,888.75
Deputy Finance and Administrative Chief, Invoice	\$ 55,722.50	\$ 160,037.50
Data Management Professionals	\$ 43,725.00	\$ 191,647.50
Finance Assistants to the DFC, Contractors	\$ 27,810.00	\$ 85,370.00
Finance Assistants to the DFC, Invoice	\$ 45,270.00	\$ 77,760.00
Office Accounting and Administrative Staff	\$ 7,531.00	\$ 7,595.00
Project to Date Estimated Labor Total	\$ 235,857.25	\$ 680,932.75

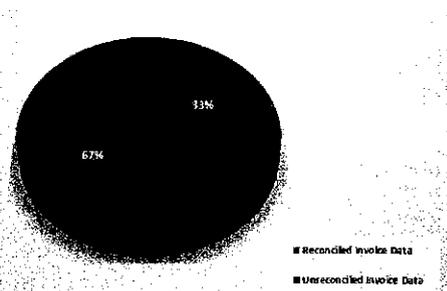
Work Order Budget	\$ 1,000,000.00
Total Estimated WO Amount Expended	\$ 680,932.75
Estimated Remaining Work Order Budget	\$ 319,067.25
Estimated Contract Days Remaining With Current Forecast	126

Total Estimated Project to Date Cost	\$ 680,932.75
Estimated Monthly Amount Cost	\$ 235,857.25
Average Daily Burn Rate	\$ 2,536.10

Labor Cost Per Day



Estimated Cost Basis



** All Figures Are Estimates Pending Final Reconciliation **

Prepared by 

On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Incident Report

RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
Totals	2	2	0	0.0	61.0	0	0	1	0

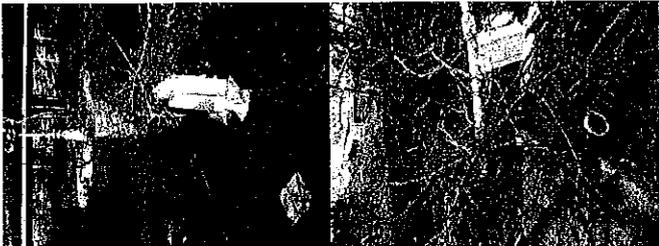
Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

DAMAGE TO PROPERTY (Count: 2)

PRIVATE PROPERTY-MAILBOX (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
DP-2020-30961	Active	Normal	9/9/2020 5:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231,-93.257046)	DARE ADEYANJU (586714)

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.



Sample Report: Incident reports are available in real-time and can be accessed at any moment.

Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac™* system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac™* Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a *RecoveryTrac™* license.

Contractor Reconciliation

The *RecoveryTrac™* system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac™* database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

If *RecoveryTrac*™ ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

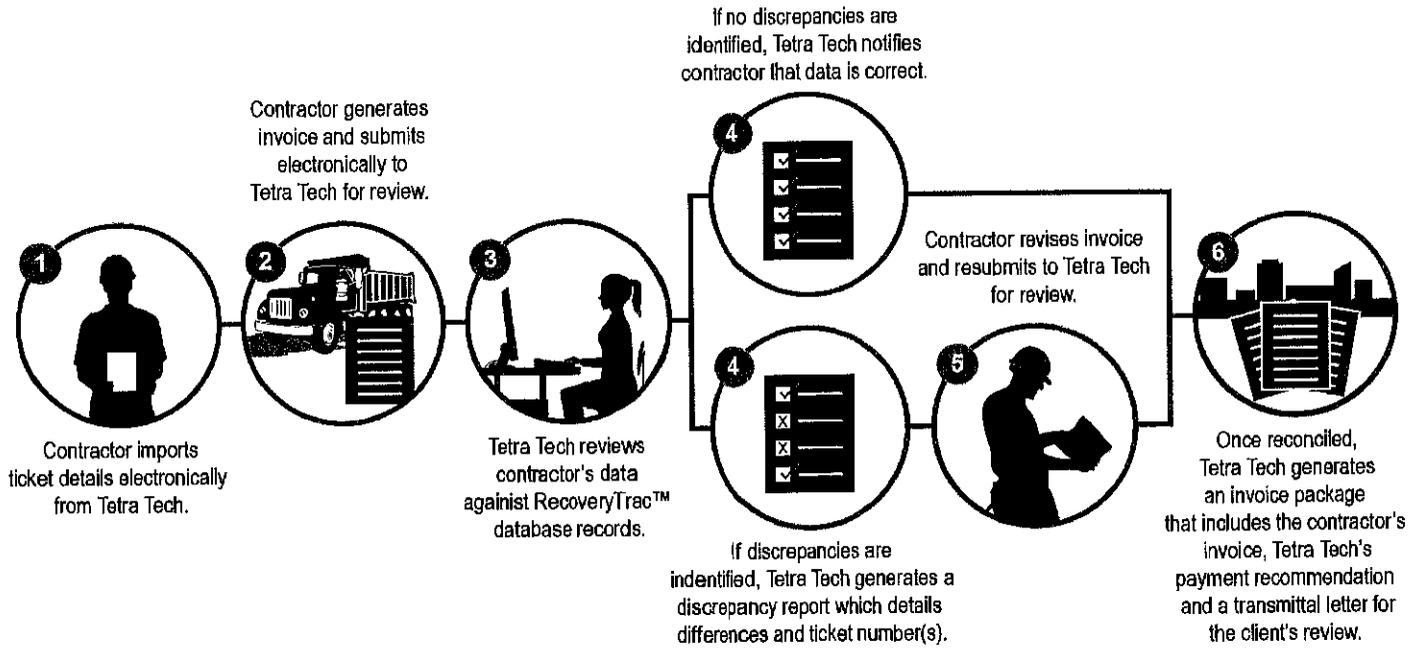
Whether using *RecoveryTrac*™ ADMS or paper logs, Tetra Tech will use our *RecoveryTrac*™ database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac*™ database records:
 - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
 - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the County. Tetra Tech's invoice package includes the following:
 - a. Contractor invoice
 - b. Tetra Tech transmittal letter and payment recommendation
 - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report										
Friday, July 10, 2015										
Invoice Cover Information						Invoice Number: 1002-15-009				
Applicant: CITY OF HOUSTON						Date Of Invoice: 07/09/2015				
Contractor: DRC						Gross Amount per Invoice: \$325,381.75				
Disaster: TX-SEVERE STORMS AND FLOODING						Amount Held in Retainage: \$0.00				
Invoiced Date Range: FROM 06/15/2015 TO 06/21/2015						Net Amount Invoiced for Payment: \$325,381.75				
Supporting Electronic Backup Summary										
Code	Matching Service Description					Invoiced Qty	Invoiced Rate	Invoiced Total		
50A	VEG ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					26,455.18	\$7.22	\$191,085.32		
50B	VEG ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					564.25	\$9.41	\$5,215.49		
51A	C&D ROW DEBRIS REMOVAL 0-15MI TO DISPOSAL					16,222.35	\$7.60	\$123,289.36		
51B	C&D ROW DEBRIS REMOVAL 16-30MI TO DISPOSAL					546.19	\$10.75	\$5,870.56		
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):							\$325,381.75			
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):							\$0.00			
100% Payable Transactions:										
Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
4036115-1	42.48	\$7.60	\$322.24	4036115	06/15/2015	42.48	\$7.60	\$322.24	\$0.00	Verified and Approved
4036116-1	36.80	\$7.60	\$279.68	4036116	06/15/2015	36.80	\$7.60	\$279.68	\$0.00	Verified and Approved
4036117-1	34.45	\$7.60	\$261.82	4036117	06/15/2015	34.45	\$7.60	\$261.82	\$0.00	Verified and Approved
4036118-1	27.60	\$7.60	\$209.76	4036118	06/15/2015	27.60	\$7.60	\$209.76	\$0.00	Verified and Approved
4036119-1	31.60	\$7.60	\$241.68	4036119	06/15/2015	31.60	\$7.60	\$241.68	\$0.00	Verified and Approved
4036175-1	53.20	\$7.22	\$384.10	4036175	06/15/2015	53.20	\$7.22	\$384.10	\$0.00	Verified and Approved
4036177-1	37.78	\$7.22	\$272.19	4036177	06/15/2015	37.78	\$7.22	\$272.19	\$0.00	Verified and Approved
4036178-1	45.68	\$7.22	\$329.23	4036178	06/15/2015	45.68	\$7.22	\$329.23	\$0.00	Verified and Approved
4036179-1	43.50	\$7.22	\$314.07	4036179	06/15/2015	43.50	\$7.22	\$314.07	\$0.00	Verified and Approved
4185960-1	33.88	\$7.60	\$256.88	4185960	06/15/2015	33.88	\$7.60	\$256.88	\$0.00	Verified and Approved
4185961-1	54.08	\$7.60	\$410.40	4185961	06/15/2015	54.08	\$7.60	\$410.40	\$0.00	Verified and Approved
4185962-1	34.30	\$7.60	\$260.68	4185962	06/15/2015	34.30	\$7.60	\$260.68	\$0.00	Verified and Approved

Continued, see additional data through page 2

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8. Project Controls

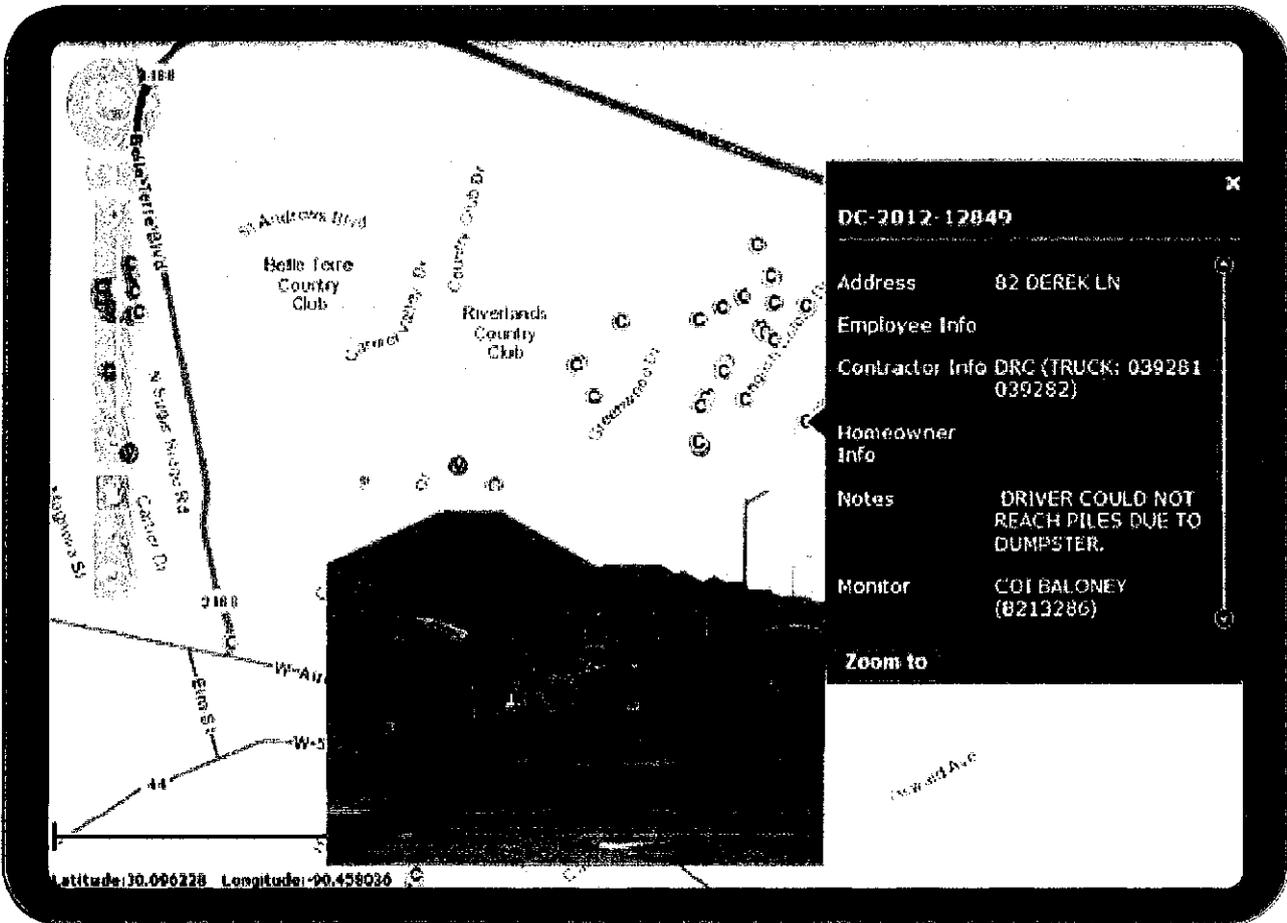
Quality Assurance

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac™* system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Safety and Health Standards

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.



Industry Metrics for 2021 Health and Safety Performance		
0.74	0.35	0.08
US Experience Modification Rate (EMR)	2021 Enterprise-Wide Total Recordable Injury Rate (TRIR)	2021 Enterprise-Wide Lost Workday Incident Rate (LWDIR)
29% better than average industry workers' compensation claims	Outperformed others in our industry by 43%	Outperformed others in our industry by 45%

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the County in slowing the spread of COVID-19.

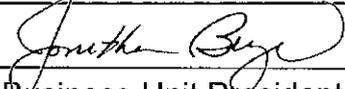
F. Cost Proposal

Please find the cost proposal form on the following page.

COST PROPOSAL FORM: SAMPLE

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	
Title:	Business Unit President

Position	Hourly Rate *
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>65.00</u>
Data Manager	\$ <u>55.00</u>
GIS Analyst	\$ <u>55.00</u>
Field Supervisor	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>37.00</u>
Collection Monitor	\$ <u>37.00</u>
Data Entry Clerk/Clerical	\$ <u>40.00</u>
Billing/Invoice Analysts	\$ <u>60.00</u>

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

REQUIRED FORM

Proposer: Please complete this form and include with Proposal Submission.

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Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

G. RFP Specifications and Addenda

Please find the entire RFP as well as all addenda released by the County in the following pages. All requested forms within the RFP have been completed and requested information has been provided.



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

July 12, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-038/MR), **Emergency Debris Monitoring Services for Jefferson County**; pursuant to **Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Commissioners' Courtroom (4th 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.

PROPOSAL NAME: Emergency Debris Monitoring Services for Jefferson County; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

PROPOSAL NUMBER: RFP 22-038/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, August 10, 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.

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

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

Proposers are strongly encouraged to carefully read the entire invitation.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
July 13th and July 20, 2022
Examiner July 21, 2022

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PROPOSAL SUBMITTAL CHECKLIST

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.

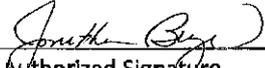
THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- 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 emergency debris monitoring services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and four (4) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

Tetra Tech, Inc.	(321) 441-8511
Company	Telephone Number
2301 Lucien Way, Ste. 120, Maitland, FL, 32751	(321) 441-8501
Address	Fax Number
Jonathan Burgiel	Business Unit President
Authorized Representative (Please print)	Title
	8/8/2022
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 emergency debris monitoring services.

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

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractor's response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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 7.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

SAMPLE: FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																
<p>1. Name of business entity filing form, and the city, state and country of the business entity's place of business.</p> <p>ADD THE ABOVE REQUESTED INFORMATION HERE</p>		<p>OFFICE USE ONLY</p> <p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">www.ethics.state.tx.us/File</p>																
<p>2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</p> <p>JEFFERSON COUNTY TEXAS</p>																		
<p>3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</p> <p>ADD REQUIRED REP/AGREEMENT/CONTRACT NUMBER OR DESCRIPTION HERE</p>																		
<p>4. Name of Interested Party</p>		<p>City, State, Country (place of business)</p>																
<p>ADD THE BUSINESS OWNER'S NAME AND ADDRESS OF THE BUSINESS ENTITY ON THE CONTRACT TO BE FILED</p>		<p>Nature of Interest (check applicable)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 25%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="height: 20px;"></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="height: 20px;"></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="height: 20px;"></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>			Controlling	Intermediary		<input type="checkbox"/>	<input type="checkbox"/>									
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<p>5. Check only if there is an Interested Party. <input type="checkbox"/></p>		<p>ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY</p>																
<p>6. UNSWORN DECLARATION MUST COMPLETE THIS SECTION IN ITS ENTIRETY</p> <p>My name is _____, and my date of birth is _____</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p> <p style="text-align: center;">ADD ADDITIONAL PAGES AS NECESSARY</p>																		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

PROPOSER: 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:
2022-913035

Date Filed:
07/21/2022

Date Acknowledged:
10-5-22

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tetra Tech, Inc.
Houston, 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, 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.

RFP 22-038/MR
Emergency Debris Monitoring Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Jonathan Burgiel, and my date of birth is May 02, 1962.

My address is 2301 Lucien Way, Suite 120, Maitland, FL, 32751, USA
(street) (city) (state) (zip code) (country)

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

Executed in Orange County, State of Florida, on the 21st day of July, 2022
(month) (year)

Jonathan Burgiel

Signature of authorized agent of contracting business entity
(Declarant)



TETRA TECH INC

Unique Entity ID LMRMKLLL3LG5	CAGE / NCAGE 078E8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 12, 2023	
Physical Address 3475, East Foothill Boulevard Pasadena, California 91107 United States	Mailing Address 3475 E. Foothill BLVD. Pasadena, California 91107-6024 United States	

Business Information

Doing Business as (blank)	Division Name Tetra Tech, Inc.	Division Number (blank)
Congressional District California 27	State / Country of Incorporation Delaware / United States	URL http://www.tetrattech.com/

Registration Dates

Activation Date May 16, 2022	Submission Date May 12, 2022	Initial Registration Date Feb 20, 2002
--	--	--

Entity Dates

Entity Start Date Feb 1, 1988	Fiscal Year End Close Date Sep 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 078E8

Points of Contact**Electronic Business**

♀ BARBARA PETERSEN	3475 East Foothill BLVD. Pasadena, California 91107 United States
DEBRA BROWNLIE	3475 East Foothill BLVD. Pasadena, California 91107 United States

Government Business

♀ BARBARA PETERSEN, DIRECTOR	3475 E. Foothill BLVD Pasadena, California 91107 United States
DEBRA BROWNLIE	3475 East Foothill BLVD. Pasadena, California 91107 United States

Past Performance

♀ BARBARA PETERSEN	3475 East Foothill BLVD. Pasadena, California 91107 United States
HA LY	301 E. Vanderbilt WAY STE. 450 San Bernardino, California 92408 United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	237990	Other Heavy And Civil Engineering Construction
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	541310	Architectural Services
	541320	Landscape Architectural Services
	541380	Testing Laboratories
	541420	Industrial Design Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541611	Administrative Management And General Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	541820	Public Relations Agencies

541990

All Other Professional, Scientific, And Technical Services

562112

Hazardous Waste Collection

562910

Remediation Services

712120

Historical Sites

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)

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 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.

1.36.2 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/01/2021

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C: American International Group UK Limited</td> <td>AA1120841</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Zurich American Insurance Company	16535	INSURER C: American International Group UK Limited	AA1120841	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO1817406-03	10/01/2021	10/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP1857085-03	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2021	10/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2540616-03 WC1857087-03	10/01/2021 10/01/2021	10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Professional Liability and Contractor's Pollution Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2021	10/01/2022	Each Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER Evidence of Insurance	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 <div style="text-align: center; margin-top: 20px;"> <i>Aon Risk Insurance Services West, Inc.</i> </div>
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**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS**

1. REMEDIES

a. **Standard.** Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. **Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be affected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. **Applicability.** This requirement applies to all FEMA grant and co-operative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. **Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this 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 non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Non-profit 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.

c. Requirements. If applicable, the non-Federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

COMPLIANCE WITH THE DAVIS-BACON ACT:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R.pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. **Standard.** Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. **Applicability.** This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. **Requirements.** If applicable, the non-Federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK ACT":

- a. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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 of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. **Standard.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part

200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any Part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Jefferson County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-Federal entity of amounts in excess of \$150,000 under a federal grant.

CLEAN AIR ACT:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to Jefferson County and understands and agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT:

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to Jefferson County agrees that the County/Grant Administration Firm Acting on Behalf of the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. 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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

SUSPENSION AND DEBARMENT:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

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.

c. Required Certification.

If applicable, contractors must sign and submit to the non-Federal entity the "**Certification Regarding Lobbying**" Form Included within these bid specifications, Page 50.

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-Federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. 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.

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.

Although FEMA does not currently require additional provisions, FEMA recommends the following:

1. ACCESS TO RECORDS

a. Standard. 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. Recipients must give DHS/FEMA 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. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

ACCESS TO RECORDS:

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the local/state/federal entity providing funding for this project, 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 their 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 County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

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

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

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

“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.”

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. “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.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

“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.”

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

“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.”

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

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

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 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.

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Misty Reeves, ASSISTANT PURCHASING AGENT** at: mreeves@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, **July 29, 2022**.

3.4 TENTATIVE SCHEDULE OF EVENTS

July 12, 2022	Issuance of Request for Proposal
August 10, 2022	Deadline Submission (late proposals will not be considered)
August 12, 2022	Proposals distributed to Evaluation Committee
August 23, 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 45)
- 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 **(RFP 22-038/MR)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County. Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

**Failure by Proposer to include all listed items within these RFP specifications
may result in the rejection of proposal by the County.**

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

Scope of Services: Debris Removal Monitoring

Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no

expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

DMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may

include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

Contractual Requirements

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

FEMA Mandated Contract Clauses:

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

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

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

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

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

Termination for Convenience: Whenever the interests of the County so require, County may terminate the parties' Agreement, in whole or in part, for the convenience of the County. County shall give

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

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

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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

See also Request for Proposals at page 8, Section E.

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

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

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

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

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

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

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

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

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

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

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

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

H. ENERGY EFFICIENCY AND CONSERVATION, 2 CFR §200.326 Appendix II to Part 200 (H)
If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT,

CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

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

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by GOVERNMENT. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

See also Request for Proposals at page 6, Section 14.

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

See Request for Proposals at page 7, Section B.

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

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

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

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

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

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

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

M. ACCESS TO RECORDS

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

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

N. SEAL, LOGO AND FLAGS

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

O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives. See also Requests for Proposals at page 24, Section 3.4, subparagraph 5.

P. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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. Staff Mobilization
2. Field Documentation of Work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor Training
5. Spot Checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/Quality Assurance
9. DMS/Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

The Emergency Debris Monitoring 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 45 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 45 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. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.Y.

b. PERSONNEL QUALIFICATIONS – 20%

Qualifications of firm and key staff.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. CAPACITY TO RESPOND – 20%

Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas

e. FEE SCHEDULE – 15%

While this will be an import factor, it will be considered as just one factor in the evaluation and selection process.

COST PROPOSAL FORM: SAMPLE

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

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	Tetra Tech, Inc.
Signature:	<i>Jonathan Beyer</i>
Title:	Business Unit President

Position	Hourly Rate
Project Manager	\$ <u>85.00</u>
Operations Manager	\$ <u>65.00</u>
Data Manager	\$ <u>55.00</u>
GIS Analyst	\$ <u>55.00</u>
Field Supervisor	\$ <u>45.00</u>
Debris Site/Tower Monitors	\$ <u>37.00</u>
Collection Monitor	\$ <u>37.00</u>
Data Entry Clerk/Clerical	\$ <u>40.00</u>
Billing/Invoice Analysts	\$ <u>60.00</u>

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

Rates for Optional, Additional Services

As stated in the RFP, various grant management and/or disaster recovery consulting roles may be activated beyond the scope of work for disaster debris monitoring. In the interest of providing the County with all needed services under one roof, we have provided a rate schedule for **optional, additional positions** that may be leveraged to fulfill **optional, additional areas of work**. If the County requires additional information, it can be provided upon request.

Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rates
Administrative Specialist I	\$48.00
Administrative Specialist II	\$57.60
Research Assistant	\$61.20
Proposal Coordinator	\$63.60
Comm. Technician	\$68.40
Help Desk Operator	\$74.40
Administrative Specialist III	\$76.80
Research Assistant II	\$79.20
Service Center/Logistics Specialist	\$81.60
Analytical Aide	\$90.00
Planning Aide	\$96.00
Project Control Specialist	\$99.60
Oracle Database Administrator	\$102.00
Consulting Aide	\$102.00
Assistant Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$114.00
Program Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$120.00
System Administrator	\$126.00
Law Enforcement Subject Matter Expert/Trainer	\$132.00
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist I	\$132.00
Public Assistance/Grant Management Consultant	\$138.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$146.40
Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist II	\$150.00
Consultant/Planner/ Scientist/Assessor/ Environmental Specialist Analyst III	\$162.00
Senior Public Assistance/Grant Management Consultant	\$162.00
Senior Oracle DBA	\$165.60
Supervising Public Assistance Consultant	\$174.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst/ Environmental Specialist	\$180.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst/Environmental Specialist	\$180.00
Program Manager	\$189.60
Senior Program Manager	\$198.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	\$210.00
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$234.00
Subject Matter Expert	\$270.00
FEMA Appeals Legal Specialist	\$292.80
Senior FEMA Appeals Legal Specialist	\$420.00
Principal FEMA Appeals Legal Specialist	\$510.00

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

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]

Tetra Tech, Inc.

By: Jonathan Burgiel *Jonathan Burgiel*
Title: Business Unit President
Date: 8/8/2022

REQUIRED FORM
Proposer: 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 22-038/MR) Emergency Debris Monitoring Services for Jefferson County

Proposer's Company/Business Name: Tetra Tech, Inc.

Proposer's TAX ID Number: 95-4148514

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

Contact Person: Jonathan Burgiel **Title:** Business Unit President

Phone Number (with area code): (321) 441-8511

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): (321) 441-8501

Email Address: TDR.contracts@tetrattech.com

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

N/A

Address

City, State, Zip Code

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

VENDOR REFERENCES FORM

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

REFERENCE ONE

Government/Company Name: Allen Parish, Louisiana

Address: 602 Court St Oberlin, LA 70655

Contact Person and Title: Jacob Dillehay P.E., Parish Administrator & Engineer

Phone: (337) 639-4328 Fax: N/A

Email Address: jdillehay@appj.us Contract Period: September 2020 – January 2021

Scope of Work: Disaster Debris Monitoring Services. Please see Section D of proposal for detailed project information.

REFERENCE TWO

Government/Company Name: St. John the Baptist Parish, Louisiana

Address: 1811 W. Airline Hwy, LaPlace, LA 70068

Contact Person and Title: Peter Montz, Director of Purchasing

Phone: (985) 359-1037 Fax: N/A

Email Address: p.montz@stjohn-la.gov Contract Period: September 2021 - Present

Scope of Work: Disaster Debris Monitoring Services. Please see Section D for detailed project information.

REFERENCE THREE

Government/Company Name: Harris County, Texas

Address: 10555 Northwest Fwy, Houston, TX 77002

Contact Person and Title: Austin Appleton, P.E, ENV SP, Manager, Disaster Recovery

Phone: (713) 274-3611 Fax: N/A

Email Address: austin.appleton@eng.hctx.net Contract Period: August 2017 – Ongoing

Scope of Work: Disaster Debris Program Management Services. Please see section D of proposal for detailed project information.

REQUIRED FORM

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

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.

Tetra Tech, Inc. _____

RFP Respondent (Entity Name)

2301 Lucien Way, Ste. 120 _____

Street & Mailing Address

Maitland, FL, 32751 _____

City, State & Zip

(321) 441-8511 _____

Telephone Number

TDR.contracts@tetrattech.com _____

E-mail Address



Signature

Jonathan Burgiel, Business Unit President _____

Print Name

8/8/2022 _____

Date Signed

(321) 441-8501 _____

Fax Number

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

CERTIFICATION REGARDING LOBBYING

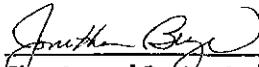
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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	
Jonathan Burgiel, Business Unit President	
_____ Name and Title of Contractor's Authorized Official (Please Print)	
8/8/2022	
_____ Date	

REQUIRED FORM

**Proposer: 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

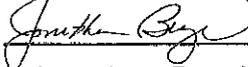
Approved by OMB

0348-0046

Not applicable to Tetra Tech, Inc.

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 N/A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: N/A a. bid/offer/application b. Initial award c. post-award	Report Type: N/A a. initial filing b. material change
Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ____, if Known: N/A Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
Federal Action Number, if known: N/A	9. Award Amount, if known: \$ N/A	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
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: <u>Jonathan Burgiel</u> Title: <u>Business Unit President</u> Telephone No.: <u>(321) 441-8511</u> Date: <u>8/8/2022</u>	
<p align="center">Federal Use Only</p>	<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

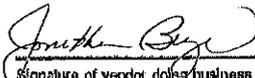
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 178, Local Government Code, by a vendor who has a business relationship as defined by Section 178.001(1-a) with a local governmental entity and the vendor meets requirements under Section 178.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 178.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 178.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">None.</p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">None</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">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 178.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;">  <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 0.8em;">Date</p> <p style="font-size: 1.1em;">8/8/2022</p> </div> </div>						

Adopted 8/7/2015

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
		Not applicable to Tetra Tech, Inc.
<p>This questionnaire reflects changes made to the law by H.B. 23, 64th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
		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	
	<p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p>	
	<p>_____</p> <p>Signature of Local Government Officer</p>	
	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**

Not Required

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.

Not Applicable

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

This information must be submitted with your bid.

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

Yes No

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

Contractor Name: _____ HUB: 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.

Not Applicable

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

Page 1 of 4

This information must be submitted with your bid.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

Not Applicable

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

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

REQUIRED FORM
**Proposer: Please complete this form
and include with Proposal Submission.**

Not Applicable

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

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer: Please complete this form
and include with Proposal Submission.

Not Applicable

**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 Tetra Tech, Inc. [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is Pasadena, CA (city and state).

Taxpayer Identification Number (T.I.N.):	95-4148514
Company Name submitting bid/proposal/response:	Tetra Tech, Inc.
Mailing address:	2301 Lucien Way, Ste. 120, Maitland, FL, 32751
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
Proposer: Please complete this form and include with Proposal Submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, 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.

Jonathan Burgiel
Signature of Company Representative

8/8/2022
Date

On this 8th day of August, 2022, personally appeared

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

Notary Seal

Rachael Wallace
Notary Signature



RACHAEL WALLACE
Notary Public
State of Florida
Comm# HH203551
Expires 11/30/2025

8/8/2022
Date

REQUIRED FORM
Proposer: 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.

Tetra Tech, Inc.
Company Name

22-038/MR
IFB/RFP/RFQ number

Certification check performed by:

Misty Renee
Purchasing Representative

8-11-2022
Date

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated August 2022

Listing in both Annex I and Annex II

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - United States Department of State
<https://state.gov/foreign-terrorist-organizations/>

Updated June 2022

Organization Name

Abu Sayyaf Group (ASG)
 HAMAS
 Harakat ul-Mujahidin (HUM)
 Hizballah
 Kurdistan Workers Party (PKK, aka Kongra-Gel)
 Liberation Tigers of Tamil Eelam (LTTE)
 National Liberation Army (ELN)
 Palestine Liberation Front (PLF)
 Palestine Islamic Jihad (PIJ)
 Popular Front for the Liberation of Palestine (PFLP)
 PFLP-General Command (PFLP-GC)
 Revolutionary People's Liberation Party/Front (DHKP/C)
 Shining Path (SL)
 al-Qa'ida (AQ)
 Islamic Movement of Uzbekistan (IMU)
 Real Irish Republican Army (RIRA)
 Jaish-e-Mohammed (JEM)
 Lashkar-e Tayyiba (LeT)
 Al-Aqsa Martyrs Brigade (AAMB)
 Asbat al-Ansar (AAA)
 al-Qaida in the Islamic Maghreb (AQIM)
 Communist Party of the Philippines/New People's Army (CPP/NPA)
 Jemaah Islamiya (JI)
 Lashkar i Jhangvi (LJ)
 Ansar al-Islam (AAI)
 Continuity Irish Republican Army (CIRA)
 Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
 Islamic Jihad Union (IJU)
 Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
 al-Shabaab
 Revolutionary Struggle (RS)
 Kata'ib Hizballah (KH)
 al-Qa'ida in the Arabian Peninsula (AQAP)
 Harakat ul-Jihad-i-Islami (HUJI)
 Tehrik-e Taliban Pakistan (TTP)

Jaysh al-Adi (formerly Jundallah)
 Army of Islam (AOI)
 Indian Mujahedeen (IM)
 Jemaah Anshorut Tauhid (JAT)
 Abdallah Azzam Brigades (AAB)
 Haqqani Network (HQN)
 Ansar al-Dine (AAD)
 Boko Haram
 Ansaru
 al-Mulathamun Battalion (AMB)
 Ansar al-Shari'a in Benghazi
 Ansar al-Shari'a in Darnah
 Ansar al-Shari'a in Tunisia
 ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
 al-Nusra Front
 Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
 Islamic State's Khorasan Province (ISIS-K)
 Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
 Al-Qa'ida in the Indian Subcontinent
 Hizbul Mujahideen (HM)
 ISIS-Bangladesh
 ISIS-Philippines
 ISIS-West Africa
 ISIS-Greater Sahara
 al-Ashtar Brigades (AAB)
 Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
 Islamic Revolutionary Guard Corps (IRGC)
 Asa'ib Ahl al-Haq (AAH)
 Harakat Sawa'd Misr (HASM)
 ISIS-DRC
 ISIS-Mozambique
 Segunda Marquetalia
 Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)

**List prepared pursuant to chapter 2270 of the Texas Government Code
Companies Engaging in Scrutinized Business Operations With a Designated
Foreign Terrorist Organization**

Updated June 2022

Company Name
No companies identified

**2021 List of Companies Engaging in Scrutinized Business Operations in Iran
Chapter 2270 of the Texas Government Code**

COMPANY NAME	ISIN
AFRY AB F/K/A AF POYRY AB	SE0005999836
BEIQI FOTON MOTOR CO, LIMITED	CNE000000WC6
BHARAT PETROLEUM CORPORATION LIMITED	INE029A01011
CHINA RAILWAY GROUP LIMITED	CNE100000866
GLENCORE PLC	JE00B4T3BW64
HINDUSTAN PETROLEUM CORPORATION LIMITED	INE094A01015
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
JINDAL STEEL & POWER LIMITED	INE749A01030
LLOYDS BANKING GROUP PLC	GB0008706128
MAN SE	DE0005937007
MANGALORE REFINERY & PETROCHEMICALS LIMITED	INE103A01014
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
OIL & NATURAL GAS CORPORATION LIMITED	INE213A01029
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
TELECOM ITALIA SPA	IT0003497168
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO CO., LTD.	CNE100001MJ9

Updated November 2021

2021 List of Companies Engaging in Scrutinized Business Operations in Sudan Chapter 2270 of the Texas Government Code

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office will continue monitoring for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

Updated November 2021

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

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

Updated September 2021

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.

Tetra Tech, Inc.
NAME OF BUSINESS

BY:
Jonathan Burgiel
SIGNATURE

Jonathan Burgiel, Business Unit President
NAME & TITLE, TYPED OR PRINTED

2301 Lucien Way, Ste. 120
MAILING ADDRESS

Maitland, FL, 32751
CITY, STATE, ZIP CODE

(321) 441-8511
TELEPHONE NUMBER

Sworn to and subscribed before me
this 8th day of
August, 2022

Rachael Wallace
Notary Public

State of Florida

My Commission Expires: 11/30/2025



RACHAEL WALLACE
Notary Public
State of Florida
Comm# HH203551
Expires 11/30/2025

REQUIRED FORM
Proposer: Please complete this form and include with Proposal Submission.



**JEFFERSON COUNTY, TEXAS
PURCHASING DEPARTMENT**

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

ADDENDUM TO RFP

RFP Number: 22-038/MR
RFP Title: Emergency Debris Monitoring Services for Jefferson County
RFP Due: 11:00 am CT, Wednesday, August 10, 2022
Addendum No.: 1
Issued (Date): August 1, 2022

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

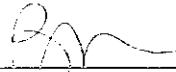
Reason for Issuance of this addendum:

1. **Questions and Answers**
2. **Updated FEMA Mandated Contract Provisions (Attachment A)**
3. **Byrd Anti-Lobbying Certification (Attachment B)**
4. **Debarment/Suspension Certification (Attachment C)**
5. **Civil Rights Compliance Provisions (Attachment D)**

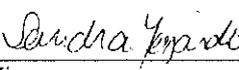
The information included herein is hereby incorporated into the documents of this present Bid matter and supersedes any conflicting documents or portion thereof previously issued.

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

ATTEST:

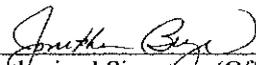


Witness



Witness

Approved by  Date: 8/1/2022



Authorized Signature (Offeror)

Business Unit President

Title of Person Signing Above

Jonathan Burgiel

Typed Name of Business or Individual

2301 Lucien Way, Ste. 120, Maitland, FL, 32751

Address

1. Q. RFP Section 4.3, Transmittal Letter (Page 29) indicates that failure to accept the RFP terms (i.e., by providing exceptions) may result in disqualification. Can the County please clarify the degree to which a Proposer would be subjecting itself to disqualification? The impact to providing exceptions is not quantified in the Evaluation Criteria.

A. All information requested is considered by the Evaluation Committee. This will be evaluated with the "Capacity to Respond" Criteria.

2. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. Would the County consider amending the section headings in 4.2 to include a section on Technical Approach/Workplan to address this requirement?

A. The proposer can include the requested information in whichever section they deem appropriate. We will not be amending section 4.2

3. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. However, Section 6.2, Proposer Experience (Page 42), requires descriptions and references for similar engagements. Furthermore, the Evaluation Criteria in Section 7.5 provide 20% for Experience. Would the County consider amending the section headings in 4.2 to include a section on Experience to address these requirements?

A. See question 2.

4. Q. Section 4.2, Organization of Proposal Contents (page 30) indicates that Proposers must be organized by the seven section headings (A through G) listed. Section 7.5, Evaluation Criteria (Page 45), includes 20% for "Capacity to Respond." Would the County consider amending the section headings in 4.2 to include a section on Capacity to Respond to address this requirement?

A. See question 2.

5. Q. Section 4.6, Proposer Identifying Information, item g (page 30), requests the proposer to provide full name and address for each member, partner, and employee that will perform on this project. Please clarify how this requirement differs from providing resumes for all personnel as requested in Section 4.7.

A. The information requested in section 4.6 is just a list on names, addresses and job title for each member. The information requested in section 4.7 is a resume for each member.

6. Q. Section 4.7, Proposer's Personnel and Organization (page 30), requests the proposer to describe personnel skills relevant to "the conduct of financial advisory services that is subject of this RFP." Is this correct or do you mean Debris Monitoring Services?

A. Section 4.7 C should read "A specific description of relevant experience and skills that person has in connection with the conduct of debris monitoring services that is the subject of this RFP (limit one page);"

7. Q. Section 4.7, Proposer's Personnel and Organization (page 30), indicates a one-page limit for item c and a one-page limit for item e. Would the County accept resumes that address all five elements within a 2-page limit?

A. Yes, each resume can be two pages.

8. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests proposers to 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. Is the County requesting this information to be provided in this Section in addition to these rates being provided in Cost Proposal Form?

A. Yes, we would like the rates in both sections.

9. Q. Section 4.7, Proposer's Personnel and Organization (page 31), requests information on "any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document."

a. Please confirm that the County is referring to resources such as an Automated Debris Monitoring System.

b. If so, can this be addressed in a Technical Approach section?

A. The County is referring to any equipment, software or data communication lines the Proposer requires. It can be addressed in the Technical Approach Section.

10. Q. Section 6.1, Objective of Proposal (Page 42), states that "each proposal must include a detailed workplan" that includes deliverables and timelines. However, this is not addressed in the Evaluation Criteria in Section 7.5. Will the Work Plan be evaluated?

A. See question 1.

11. Q. Section 7.5, Proposal Evaluation Criteria (page 45) provides 25% for references on recent projects. Please confirm that this information is to be provided on the Vendor References Form on RFP page 49.

A. References should be provided on the "Vendor Reference Form" of the RFP.

12. Q. Are vendors required to include ADMS costs within the hourly rates proposed?

A. The Cost Proposal Form in the RFP is a sample of the Cost Proposal Form you will submit. You can list the ADMS costs in whichever manner you deem best for your proposal.

13. Q. Are vendors allowed to no-bid certain line items or must pricing that is deemed to be fair and balanced (commensurate with the position proposed) be proposed for every line included on the pricing sheet?
- A. See question 12.
14. Q. Should vendors provide escalated rates for the potential renewal periods?
- A. Yes, escalated rates for the potential renewal periods can be included.
15. Q. Does the County have a preferred section within the proposal for vendors to place their work plan and timeline?
- A. See question 2.

ATTACHMENT A

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 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 employees or applicants to individuals who do not otherwise have access to such information,

unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject

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

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

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

1. *Minimum wages.*

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(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)(1)(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)(1)(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 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records.**

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall 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.

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

to (D) The falsification of any of the above certifications may subject the contractor or subcontractor 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) (1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment.

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

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

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

9. Breach.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as

a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

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

(b) Allocation of Principal Rights

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

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

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently

complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.

- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

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

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

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

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved

practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

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

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

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

(g) *Subcontracts*

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

of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency*

has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency*

to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially

exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are

reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request

the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

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

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

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject

invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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

2301 Lucien Way, Ste. 120, Maitland, FL, 32751

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 (RFP 22-038/MR) Emergency Debris Monitoring Services for Jefferson County, Addendum 1

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."

ATTACHMENT B

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


Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

August 8, 2022
Date

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

ATTACHMENT C

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Tetra Tech, Inc. 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

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

August 8, 2022

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

ATTACHMENT D

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

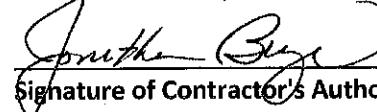
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive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

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

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

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

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


Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

August 8, 2022
Date

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

CONTRACT RENEWAL FOR RFP 18-034/YS JANITORIAL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Southeast Texas Building Service, Inc. for one (1) year, from November 23, 2018 to November 22, 2019, with an option to renew the contract for up to a five (5) year period.

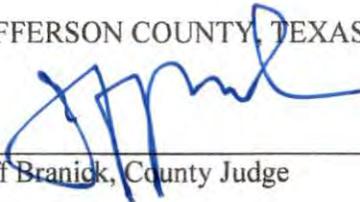
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 19, 2022 to November 18, 2023.

ATTEST:



Laurie Leister, County Clerk

JEFFERSON COUNTY, TEXAS

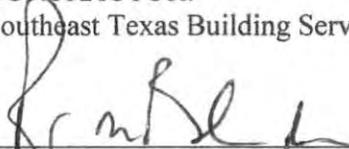


Jeff Branick, County Judge



CONTRACTOR:

Southeast Texas Building Service, Inc.



(Name)



Jeff Ross
Jefferson County, TX
1149 Peral St. Suite 600
Beaumont, TX 77701
US

Facility Gateway Corporation
4916 East Broadway
Madison, WI 53716
July 1, 2022
Quote #SH10212021-14372

Jeff,

Enclosed, please find your Service Quote for the following items:

- UPS Maintenance
- Battery Maintenance

We appreciate this opportunity to work with your company. Please feel free to contact me with any questions regarding this proposal.

Thank you for doing business with Facility Gateway Corporation.

Best regards,

Sara Hull
shull@facilitygateway.com
(608) 838-6060 x123
<http://facilitygateway.com/>

Acceptance for Quote #SH10212021-14372

This is a required section.

Item	Level	Frequency	Timeframe	Response	Price
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1149 Pearl St. Beaumont, TX 79843

✓ UPS: Powerware 9355 15 kVA	Full	1 total: 1 major	Normal	4-Hour	\$1,313.00
✓ Battery Service (1 String, 64 Jars)	PM+	1 total	Normal	4-Hour	Included
UPS Total					\$1,313.00

✓ UPS: Powerware 9355 15 kVA	Full	1 total: 1 major	Normal	4-Hour	\$1,313.00
✓ Battery Service (1 String, 64 Jars)	PM+	1 total	Normal	4-Hour	Included
UPS Total					\$1,313.00

Totals (One Year Undiscounted Rate)

✓ Service Total					\$2,626.00
A La Carte Total					\$2,626.00

Contract Length

12 months — Locked in for 1 year	\$2,626.00
36 months — Locked in for 3 years — (\$2,547.22 annually, reflecting a 3% discount)	\$7,641.66
60 months — Locked in for 5 years — (\$2,494.70 annually, reflecting a 5% discount)	\$12,473.50

*** Sales Tax is NOT INCLUDED in pricing unless otherwise stated on this quote. Sales tax calculation will be made using Avalara™ Tax's tax calculation engine included on the invoice.**


10/7/2022

 President

Acknowledgment of Terms for Quote #SH10212021-14372

This is a required section. Please acknowledge your acceptance of this quote and the terms and conditions below.

In consideration of the prices shown for the products and/or services listed above in this quote, **Jefferson County, TX** ("Customer") accepts and wishes to enter into an agreement ("Agreement") with Facility Gateway Corporation ("FGC") for the purchase of such products and/or services. Customer recognizes and acknowledges that this quote includes and is subject to the Terms and Conditions contained herein. The individual who accepts this quote represents they are duly authorized to enter into this Agreement on behalf of Customer, and further represents they have full corporate power and authority to deliver this Agreement and to perform the obligations hereunder, including guaranteeing payment. By accepting this quote and entering into the Agreement, Customer authorizes FGC to invoice for the products and/or services shown herein and to utilize any provided purchase order number.

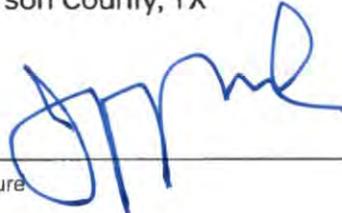
Additional charges may apply for any Agreement billed with extended payment terms. The Agreement between FGC and Customer includes the scopes of work, the acceptance, the acknowledgment, and the FGC terms and conditions.

This quote and its terms must be acknowledged by Customer, either by a signature or clicking "Accept". Notwithstanding the foregoing, any communication by Customer to FGC acknowledging either this quote, or a general intent to proceed with the purchase contemplated herein shall act as and be construed as Customer's acceptance and desire to enter into the Agreement. This communication or acknowledgment may take the form of a signature on this page, clicking the "Accept" button, issuance of a purchase order which is substantially similar in scope of work, goods, or price to the purchase shown in this quote, written approval to proceed (including an electronic writing), or any other similar action by Customer. In all such events, FGC's terms and conditions shall apply.

FGC has established tax registrations in certain states and provinces. Due to the complexity of tax laws FGC will not calculate tax amounts for quotes unless the tax amount is specifically requested by the customer. All sales tax calculation will be made using Avalara™ Tax's tax calculation engine. For sales that occur in any non-covered state or province or tax jurisdiction FGC's customers are to self-assess, report and remit any and all sales and use taxes due in a timely manner.

In witness thereof, the customer agrees to all of the terms specified herein.

Jefferson County, TX



Signature

10/18/2022

Date

Jeff Branick

Name

10/18/2022

Title



ATTEST 
DATE 10-18-2022

Billing Information

PO #: _____

Customer: _____

Attn: _____

Address: _____

Phone: _____

Address 2: _____

Fax: _____

City: _____

Email: _____

State: _____

Zip: _____

Country: _____

Tax Exempt? If yes, please provide us with a copy of your tax-exempt certificate.

Terms and Conditions

1. **Acceptance.** This quote is valid for period of time specified on the [cover] page. If no time period is referenced, this quote is good for ninety (90) days. Acceptance or acknowledgement by the customer ("Customer") of this quotation from Facility Gateway Corporation ("FGC") forms an agreement between FGC and Customer ("Agreement"). The Agreement includes this quotation, including these Terms and Conditions ("Terms"). FGC expressly limits acceptance to the Terms stated herein, and rejects any additional or different terms of Customer. No additional or differing terms proposed or delivered by Customer shall alter this Agreement in any way. These Terms shall prevail over any terms in Customer's purchase order. These Terms may be updated or revised by FGC from time to time and at any time, but the version of the Terms in effect at the time of acceptance shall govern the Agreement.

2. **Term and Termination.** Unless sooner terminated or otherwise agreed, this Agreement shall last for one year from the date of Acknowledgment. Either party may terminate this Agreement for convenience and without penalty upon thirty (30) days written notice to the other; in addition, FGC may terminate this Agreement for cause immediately upon written notice to Customer. Upon termination, FGC shall be entitled to any payments then due and owing. If Customer has received their contracted Preventative Maintenance visits on or before termination, Customer shall not be entitled to any refund, except that in a Full Service Contract Customer may receive a refund of the proportionate amount of the Contract remaining. FGC shall not be responsible for any penalties or consequential damages in the event of any termination of this Agreement.

3. **Payment Terminology.** FGC will invoice according to the following chart of payment terms, and the use of any payment terms requires prior credit approval. Additional charges apply for contracts billed with extended payment terms. Late payments may be subject to a charge of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law, on any outstanding balance. Prices and payments shall be in US dollars. Add four percent (4%) to the quoted price for a credit card payment. FGC may withhold services in the event Customer fails to pay undisputed amounts due, even if this Agreement is still in effect. If payment for Full-Service Coverage is late or not received within thirty (30) days of invoicing, the Full-Service coverage may be cancelled or voided, at FGC's sole discretion and any labor, parts and/or services provided under this Agreement up to that date will be billed to the Customer at FGC's standard prevailing rates for such time, materials, and labor. This shall be in addition to any other remedy which FGC may have under this Agreement or under applicable law.
 - **Invoice - Contract Amounts Under \$10,000 total:** Net 30 upon shipment.
 - **New Equipment, Batteries, and Parts \$10,000-\$100,000 total:** 25% down prior to shipment, remainder net 30 upon shipment.
 - **New Equipment over \$100,000 total:** 50% down prior to shipment, remainder net 30 upon shipment.
 - **Generators:** 50% down prior to shipment, remainder net 30 upon shipment.
 - **Start-up:** Net 30 upon shipment of equipment.
 - **Installations:** 50% down prior to shipment, remainder net 30 upon start of work.
 - **Refurbished Equipment:** 50% down prior to shipment, remainder net 30 upon shipment.
 - **Service, Material or Equipment Orders outside the United States:** 100% down prior to shipment or performance of service.
 - **Turnkey:** 50% down, net 30 upon shipment for remaining balance.
 - **Time & Materials with Parts:** Net 30 upon shipment.
 - **Time & Materials without Parts:** Net 30 upon completion of work.
 - **Full Service Preventative Maintenance Contracts:** Net 30, billed annually in advance.
 - **Preventative Maintenance Plus Contracts :** Net 30 upon completion of each PM.
 - **Preventative Maintenance Only Contracts:** Net 30 upon completion of each PM.

4. FGC Terminology

- **Start of Work:** The first day a technician is at the work site with tools in hand, ready to begin work.
- **Full Service:** Includes the number of scheduled maintenance visits provided in this quotation, repairs as needed, and 24/7 emergency service and repairs.
- **Preventative Maintenance Plus ("PM+"):** Includes the number of scheduled maintenance visits provided in this quotation as well as 24/7 emergency service with a response as indicated in quotation, but does not include the purchase of replacement parts or the labor to install replacement parts.
- **Preventative Maintenance Only ("PM Only"):** Includes the number of scheduled maintenance visits provided in this quotation. No emergency service, repairs, parts, or labor are included.

5. **Changes in Order, Termination.** If any changes are requested after Acceptance, such changes will be made only with the written consent of FGC and any cost related to the change shall be the responsibility of Customer. If Customer cancels or terminates this Agreement or the Purchase Order without FGC's written consent, FGC may recover a cancellation fee from Customer as outlined below:

A. Equipment, Parts and Materials, excluding Batteries:

- I. A fee of not less than ten percent (10%) of the total purchase price if cancelled prior to shipment to Customer and due net 30 upon cancellation date;
- II. A fee of not less than twenty-five percent (25%) of the purchase price if the equipment has been shipped, due net 30 upon cancellation date; or
- III. For any custom orders, FGC shall charge Customer a fee based on the costs incurred prior to cancellation and due net 30 upon cancellation date.

D. Batteries:

- I. A cancellation fee not less than fifty percent (50%) if cancelled within sixty (60) days of delivery, due net 30 upon cancellation date. After sixty (60) days, Batteries are non-returnable; and
- II. Batteries shall be the property of FGC upon replacement. FGC reserves the right to increase pricing if the Customer retains possession of the replaced Batteries to account for the lost value of the battery scrap.

Customer shall not be entitled to any punitive, actual, consequential, indirect, or incidental damages as a result of termination of this Agreement.

6. **FGC Representations and Warranties.** EXCEPT AS EXPLICITLY STATED HEREIN, FGC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any information provided by FGC is on an "as is" basis. For products shipped, FGC is not responsible for damage not listed on the Carrier's Bill of Lading. Customer is responsible for thoroughly inspecting all products for possible damage, including broken shrink wrap and visible damage. Services are warranted to be free from defects in labor for a period of thirty (30) days from the date of performance and defects in parts for a period of ninety (90) days from the date of installation. Liability under this warranty is limited to re-performance and replacement of any defective labor or parts, subject to the full service requirements stated below.

7. **Customer's Representations, Warranties, and Responsibilities.** Customer warrants that, prior to this Agreement, the equipment covered herein has been maintained and serviced in accordance with Manufacturer's recommendations. If FGC inspects equipment to be maintained as part of Services and deems that this is not true and/or that equipment has a pre-existing condition, and FGC must perform repairs to bring the equipment up to such standards, then all costs shall be borne by Customer. Customer is liable for all parts, labor, and expenses incurred by Supplier to evaluate, diagnose, and repair equipment found defective based on the terms of Manufacturer's warranties.

Customer must maintain appropriate operating and environment conditions for the equipment, and FGC shall not be responsible for damage to or failure of any of Customer's equipment which is resulting from improper operating or environmental conditions. One example includes phase-imbalanced conditions (more than 20%). Repairs required by any of the above causes will be made by FGC at the standard prevailing rates for the necessary labor and materials shall be billed to Customer.

FGC shall not be liable for damages to the equipment if Customer authorizes service, operation, and/or modification of said equipment by another party which results in a shutdown, removal, or alteration of the equipment by the other party. In such an event, FGC reserves the right to immediately terminate this Agreement, or FGC may invoice separate of this Agreement for costs incurred to return the equipment to industry standards, based on FGC's time and material rates, and FGC shall not be liable for any damages arising from the services performed by Customer-authorized third party. Customer shall not communicate with any FGC vendors or subcontractors, regarding billing, approval of work, or any other matter, without the prior written approval of FGC, which may be withheld in FGC's sole and absolute discretion.

8. **Maintenance.** During this Agreement, FGC shall, furnish all necessary service, parts, and materials to maintain the equipment in good working condition and repair. All parts replaced by FGC shall comply with the equipment manufacturer's published standards and/or specifications. See "Limitation on Equipment and Services Covered by this Agreement." Customer hereby grants FGC full and reasonable access to the Service Location at which the equipment is located for the performance of these services.
9. **Services and Scheduling.** In the event that FGC attempts to schedule any particular maintenance visit three (3) times, and is unable to schedule such visit due to Customer refusal or rescheduling, then Customer forfeits that visit. In that event, FGC may invoice Customer for that maintenance visit following written notice documenting the three (3) attempts to schedule.

With any Preventative Maintenance covered by this Agreement, FGC will use its best efforts to schedule the PM visits as stated in the scope of work. Should Customer cancel a confirmed PM visit with less than five (5) business days' notice, Customer shall be charged for any expenses incurred, including travel expenses and technician's time.

With Preventative Maintenance Only ("PM Only") coverage, FGC may, in its sole and absolute discretion, allow a particular maintenance visit to "roll off" the calendar, in which case FGC shall not bill Customer for that maintenance visit. In the event that a technician is dispatched but Customer does not allow the technician to work on the scheduled date, FGC shall invoice Customer for a reasonable trip charge.

10. **Data Rights.** FGC may collect, retain, and use data on and provided by Customer for its internal operation, and may use, market, and license externally collected data from Customer in an anonymous, aggregate format. FGC will not share any specific or identifiable information with any third party under any circumstances.
11. **Limitation on Equipment and Services Covered by this Agreement.** FGC's obligations under this Agreement cover only the equipment listed in the scope of work or quotation. Any equipment not listed may be serviced by FGC at Customer's request, but all such work shall be billed to Customer at FGC's standard prevailing rates for such time, materials, and labor. This Agreement only covers labor and materials required due to damage to or failure of the equipment/system caused by wear and tear resulting from normal use, except battery and full capacitor replacements. This Agreement does not cover damages caused by misuse, negligence, accident, theft or unexplained loss, abuse, fire, flood, wind, lightning or other electrical surge, tornado, sandstorm, hail, explosion, earthquake, smoke, vandalism, terrorism, acts of God or public enemy, or improper wiring, installation, repair, or alteration by anyone other than FGC. Misuse shall apply whereby the equipment is operated in a condition extending outside of the equipment manufacturer's recommended operating conditions or specifications, or exceeds the equipment's original design limits.

12. Full Service Coverage.

- A. For Full Service contracts, coverage, as defined herein is not guaranteed until payment is received in full.
- B. Full Service coverage **will not** commence until FGC inspects equipment to be maintained as part of Services and deems, in FGC's sole discretion, that said equipment has been kept in good working order and meets manufacturer's standards. If FGC determines that this is not true and/or that equipment has a pre-existing condition, and FGC must perform repairs to bring the equipment up to such standards, then all costs shall be borne by Customer. Customer is liable for all parts, labor, and expenses incurred by FGC to evaluate, diagnose, and repair equipment found defective and FGC shall invoice customer for such at reasonable rates.

C. Coverage Limitations on Equipment and Services

- I. FGC reserves the right, in their reasonable discretion, to deem a unit a "lemon" and recommend the replacement of that unit. In that event, FGC shall not be responsible for the repair of the existing unit, and Customer shall be responsible for all costs for any new unit and associated installation and start-up, but FGC shall credit service contracts and payments towards the new unit. Some equipment may contain proprietary elements and software, including Padlock Software. Such proprietary software may result in limited options for post-warranty service providers.
 - II. In the event that any equipment to be maintained as part of Services contains software that requires OEM proprietary knowledge and/or pass codes, FGC shall bill Customer for such service at prevailing rates.
 - III. All parts, including but not limited to Batteries, Capacitors and Fans, must be within their standard useful life as designated by the manufacturer or industry standard. Any parts which have past their useful life will be excluded from Full Service Coverage.
 - IV. For systems deemed obsolete by the manufacturer, FGC will continue to source replacement parts to the best of its ability. Should those replacement parts be unavailable, FGC will notify Customer of such; and, when applicable, provide a credit for the balance of the Agreement for the un-repaired obsolete system where parts coverage is included in of the Agreement.
 - V. Coverage is limited to no more than ten-percent (10%) of the total Capacitors in any unit per any contract year under Full Service. Customer will be invoiced for any additional services provided.
 - VI. Batteries are excluded from Full Service Coverage. Customer may be charged for labor if dispatch and performance of emergency service is solely related to batteries.
- 13. Time and Materials Activities.** For equipment covered on a PM Only or PM+ basis, FGC may provide emergency services, but those services shall be billable to Customer at then prevailing time and material rates, with a minimum billing to Customer of four (4) hours labor and a trip charge.
- 14. Liability and Waiver of Consequential Damages** TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER FGC NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE FORESEEABILITY OR THE CAUSE THEREOF. UNDER NO CIRCUMSTANCES SHALL FGC'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE PRICE PAID HEREUNDER FOR THE GOODS AND SERVICES PROVIDED.

16. **Confidentiality** In the performance of its duties hereunder, FGC may provide information to Customer that FGC considers confidential. All information provided by FGC to Customer that is marked "confidential" or otherwise identified by FGC to Customer as confidential ("Confidential Information") shall be maintained in strict confidence by Customer. Except as may be authorized by FGC in writing, Customer shall not disclose Confidential Information to any person other than Customer's attorneys, accountants, employees and subcontractors directly engaged in the activities under this Agreement. Customer shall use at least the same degree of care to protect the Confidential Information of FGC as it uses to protect its own confidential information, but not less than a reasonable degree of care. Involuntary disclosure, such as pursuant to a subpoena or court order, or made as part of any proceeding brought to resolve a dispute between Customer and FGC, shall not constitute a breach by Customer of this Section, provided that Customer shall give FGC prior written notice of such disclosure so that FGC may seek any protective orders they deem reasonably necessary. Any processes, ideas, concepts, software, and techniques used by FGC in the performance of its services under this Agreement are proprietary to FGC. Customer shall maintain all such proprietary information in strict confidence, and only for use pursuant to this Agreement. Customer shall not disclose any such proprietary information to others, or use any such proprietary information in connection with services provided outside of this Agreement, without FGC's prior written consent. FGC may collect, retain, and use data on and provided by Customer for its internal operations, and may use, market, and license externally data collected from Customer in an anonymous, aggregate format. The covenants set forth in this Section shall survive the termination of this Agreement and shall be specifically enforceable.
17. **Texas Public Information Act.** FGC understands and agrees that Jefferson County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Jefferson County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, FGC may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Jefferson County will make reasonable efforts to provide FGC notice in accordance with the Act in the event the County receives a request for information under the Act for information that FGC has marked as indicated above. E-mail addresses provided by FGC to the County as part of its response to this procurement packet are not confidential. Additionally, FGC provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Jefferson County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.
18. **Jurisdiction; Venue; Waiver of Jury Trial.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Texas and controlling U.S. federal law without regard to any choice of law provisions. Any claim or lawsuit arising from or relating to this Agreement shall be filed and maintained in a court of competent jurisdiction in Jefferson County, Texas. To the extent allowed by law, the parties each waive their right to a jury trial for any matter arising from or relating to this Agreement.
19. **Collections** FGC may recover from Customer any and all costs, fees, and expenses, incurred in recovering and collecting amounts due from customer.
20. **Remedies Cumulative** All remedies of either party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy to the exclusion of all others.
21. **Force Majeure** Except for the payment of monies when due and owing, to the extent that a party hereto is prevented from fulfilling, in whole or in part, its obligations hereunder by reasons of any law or governmental regulation or other governmental act, or flood, war, fire, riots, strikes, explosion or other natural catastrophe or act of God, or acts of third parties or other causes beyond the reasonable control of such party (a "Force Majeure Event"), such party shall be temporarily excused from such obligations to the extent so prevented until the abatement of such Force Majeure Event. The term of this Agreement will not be extended by the period or duration of the Force Majeure Event. Notice of any such disability and the abatement will be immediately given to the other party by the party claiming same.
22. **Entire Agreement and Interpretation** This Agreement is the entire understanding of the parties with respect to the

23. **Severability and Non-Waiver** No provision in this Agreement shall be construed, interpreted, or enforced in such a manner that violates any applicable law or regulation. In the event that any provision is found to be void or unenforceable for any reason, that provision shall be deemed to be stricken from this Agreement, and the balance shall survive and remain enforceable. No provision will be deemed waived and no default or breach will be deemed excused, unless such waiver or consent is in writing and signed by duly authorized representative of each party. No course of conduct between Customer and FGC shall act as a waiver of any provision unless such waiver is in writing and signed by each party.
24. **Notice Information** Any notices required under this Agreement shall be in writing and sent by certified mail, return receipt requested, and postage prepaid to the other party at the address provided to the other, or by email at the email address provided to the other. Either party may change its address by written notice to the other party. The date of receipt or refusal shall be the date of any notice.

Service Scopes

Uninterruptible Power Supply Service Scope

Minor PM Service

- Perform a complete visual inspection of all internal sub-assemblies, wiring harnesses, contactors, cables, and major components
- Check for proper clearance around the unit
- Perform temperature checks on all breakers, connections, and associated controls; report all high-temperature areas
- Check air filters for cleanliness; clean or replace
- Check rectifier and inverter snubber circuit board for discoloration
- Check power capacitors for swelling or leakage
- Check capacitor vent caps extruded more than 1/8 fans for proper operation
- Lubricate and check bearings for abnormal condition, where possible
- Record all meter readings and calibrate as necessary, where possible
- Measure and record phase-to-phase input, output, bypass, and battery voltages and currents, where possible
- Review alarm log/history for any irregular activity, where possible
- Verify remote status panel operation
- Measure and record harmonic-trap filter currents, where possible
- Review system performance with customer to address any questions and to schedule any repairs
- Provide inspection report, with recommendations, to customer within 7 to 10 business days

Major PM Service

- All steps included with Minor PM Service
- Check the inverter and rectifier snubbers for discoloration or damaged wiring
- Check all contacts to ensure secure connections
- Verify that connections show no signs of discoloration
- Check fuses on the DC capacitor deck for continuity, as applicable
- Clean interior and exterior of unit
- With customer approval, perform operational test of the system including unit transfer and battery discharge
- Measure and calibrate, as necessary, where possible, all electronics to system specifications
- Measure and record all low-voltage power-supply levels

Notes

1. Preventative Maintenance may require placing the Critical Load onto Maintenance Bypass to ensure electrical integrity.
2. While air filters are covered by the terms of the full-service contract, FGC recommends that customers check them monthly for cleanliness and replace as necessary.
3. Preventative Maintenance on System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync, or Maintenance Bypass Cabinets, if included on the Schedule of Equipment, utilizes a separate scope of work. Some checks are not applicable to all UPS brands and models.

Battery Service Scope

All tasks listed below performed by FGC in accordance with the IEEE 1188 Standard — manufacturer's specifications for Valve Regulated Lead Acid (VRLA) batteries.

Minor PM Service

- Measure and record each cell terminal voltage (DC and AC)
- Measure and record overall system DC voltage and current levels
- Measure and record ambient room temperature
- Measure and record temperature of all negative posts
- Measure and record AC ripple voltage and current
- Measure and record VDC and VAC of jar/cell (cell #1 + post to frame ground; frame ground to – post of last cell in string)
- Check jar and cover for signs of leakage
- Check for corrosion on terminal post and connector
- Check general appearance and cleanliness of battery room and batteries
- Review customer battery maintenance logs and add maintenance entry
- Safety check: confirm proper warning/hazard labels
- Safety check: confirm proper operational information, placards, and labeling
- Safety check: check safety equipment and supplies for proper amount and location
- Provide inspection report with recommendations to Customer within 7 to 10 business days

Major PM Service

- All steps included with Minor PM Service
- Torque battery to manufacturer's specification (if connection resistance measures greater than 20% of average)
- Clean and re-secure all battery terminals and jumper connections, as applicable (up to 20%)
- Clean and neutralize jar and rack/cabinet, as applicable
- Load test each jar or use equivalent device

Notes

1. Preventative Maintenance may require placing the Critical Load onto Maintenance Bypass to ensure electrical integrity.
2. PM pricing is based on standard string configuration. Upon inspection, should the number of batteries or strings change, pricing will be adjusted accordingly.
3. Corrective Maintenance, not covered by the terms of the Service Contract, will be billed at current Time & Materials rates.
4. If battery is attached to a DC Plant, a cellcorder or like instrument is required to obtain cell resistance impedance or conductance.
5. Scope of Work will be site-specific and subject to change to accurately reflect equipment on site.

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 10, 2022

The following FY 2022 budget transfer for Road & Bridge Pct 3 is necessary for additional cost for repairs.

113-0305-431-4018	Road Machinery	\$7,500	
113-0302-431-1028	Laborers		\$7,500

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 12, 2022

The following FY 2022 budget transfer for the Jail is necessary for additional cost for prisoner transfers.

120-3062-423-4004	Airplane Fuel	\$4,400
120-3062-423-4007	Airplane	\$ 600
120-3062-423-3084	Minor Equipment	\$5,000

MEMORANDUM

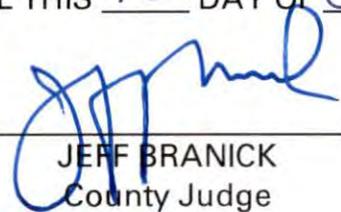
TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: OCTOBER 10, 2022

The following FY 2022 budget amendment is necessary for payroll accrual items.

110	2027	412	10	2	Assistants & Clerks	\$	222	
110	2027	412	10	7	Court Reporter	\$	338	
120	1017	415	10	1	Department Head	\$	424	
120	1017	415	10	2	Assistants & Clerks	\$	569	
120	1024	419	10	99	Termination Allowance	\$	41,620	
120	1024	419	20	1	FICA	\$	2,098	
120	1024	419	20	2	Employees Retirement	\$	9,308	
120	3062	423	10	98	Overtime	\$	60,294	
120	3062	423	20	1	FICA	\$	4,482	
120	3062	423	20	2	Employees Retirement	\$	9,208	
120	3059	421	20	3	Employees Insurance			\$ 128,563

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2022 TAX ROLL THIS 18 DAY OF October, 2022.

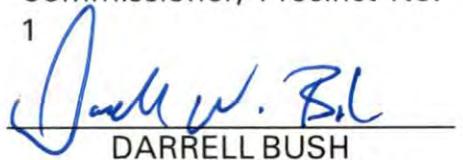


JEFF BRANICK
County Judge



VERNON PIERCE

Commissioner, Precinct No. 1



DARRELL BUSH

Commissioner, Precinct No. 2

MICHAEL SINEGAL
Commissioner, Precinct No. 3



EVERETTE D. ALFRED

Commissioner, Precinct No. 4

Sworn to and subscribed before me, the undersigned authority, this 18 day of October, 2022.



LAURIE LEISTER, County Clerk



ALLISON NATHAN GETZ
TAX ASSESSOR-COLLECTOR



TERRY WUENSCHERL
CHIEF DEPUTY

October 10, 2022

Patrick Swain
County Auditor
Jefferson County
Beaumont, TX

Dear Patrick:

Attached is the **2022 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved at the next Commissioners' Court meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

A handwritten signature in cursive script that reads "Allison Nathan Getz".

ALLISON NATHAN GETZ, PCC
Assessor-Collector of Taxes
Jefferson County, Texas

ANG:ce

Attachment

cc: Fran Lee

grandrop.ltr

Tax Collection System - JEFFERSON COUNTY
 Certified Roll Jurisdiction Summary
 Processing For Tax Year: 2022 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction: 1 JEFFERSON COUNTY					
Total Parcels:	148,948	Tax Rate:	0.3631840		
Market Value:	39,736,658,043	State Hom:	0	Opt Hom:	0.2000000
		State O65:	0	Opt O65:	40,000
		Disabled:	40,000	Opt Disabled:	0
AG Exclusion Count:	4,055	AG Exclusion Amt:	508,303,072		
Timber Exclusion Count:	437	Timber Exclusion Amt:	27,854,983		
HS Capped Count:	34,901	HS Capped Amt:	755,806,289		
Assessed Value:	38,444,693,699				
Prorated-Exxv Count/Amt:	6,311	2,633,106,566	Pro Charitable Functions Count/Amt:	29	4,503,978
100% Exempt Vet Count/Amt:	794	141,508,509	Low Income Housing Count/Amt:	7	15,461,028
Pro Youth Associations Count/Amt:	25	9,911,384	Surviving Spouse First Responder Count/Amt:	2	385,104
Prorated-Exxl Count/Amt:	4	2,237,514	Military Deferral Count/Amt:	2	0
Chdo Count/Amt:	37	2,361,310	Surviving Spouse Active Duty Count/Amt:	1	17,930
Pro Schools Count/Amt:	83	43,351,242	Goods In Transit Count/Amt:	1	75,077,950
Pro Misc Exempts Count/Amt:	127	7,663,256	Abatement Count/Amt:	18	3,685,831,448
Pollution Control Count/Amt:	160	736,192,366	Hb366 Count/Amt:	836	957,035
State Homestead Count:	0	State Homestead Amt:	0		
Local Homestead Count:	50,867	Local Homestead Amt:	1,576,430,707		
State Over 65 Count:	0	State Over 65 Amt:	0		
Local Over 65 Count:	20,278	Local Over 65 Amt:	767,173,593		
Surviving Spouse Count:	139	Surviving Spouse Amt:	5,241,505		
State Disabled Count:	0	State Disabled Amt:	0		
Local Disabled Count:	2,184	Local Disabled Amt:	81,946,400		
Total VET Count:	1,289	Total VET Amt:	12,978,484		
*VET Surviving Spouse Count:	44	*VET Surviving Spouse Amt:	451,058		
*included in the Total VET Count/Amt					
Partial Exempt Values:	2,443,770,689				
Taxable Value:	28,642,356,390				
Total Levy Amt:	101,917,074.63				
Late AG Penalty Count:	15	Late AG Penalty Amt:	304.79		
Late Rendition Penalty Count:	2,288	Late Rendition Penalty Amt:	52,765.42		
Other Penalty Count:	1	Other Penalty Amt:	183.35		
Frozen Account Count:	21,416				
Frozen Homesite Value:	3,086,964,590				
Frozen Taxable Value:	1,613,877,918				
Unfrozen Levy Amt:	5,861,346.39				
Frozen Levy Amt:	3,706,968.74				
Frozen Levy Loss Amt:	2,154,377.65				
Total Non-Exempt Parcel Count:	148,948				

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Kevin Sekaly Mantellini (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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² *Id.* at § 174.14 (“Awarding the Contact”).

³ *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

⁴ *Id.* at § 174.17 (“Scope of Contract”).

⁵ *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

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⁷ *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

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⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

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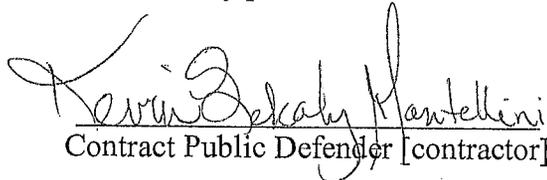
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

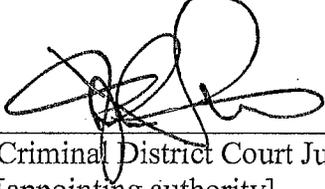

Contract Public Defender [contractor]

00792826
SBOT Number

10-1-22
Date

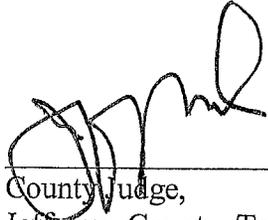
¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:



Criminal District Court Judge
[appointing authority]

10/3/22
Date



County Judge,
Jefferson County, Texas
[contracting authority]

10/11/22
Date

252nd District Court Judge
[appointing authority]

Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Allen Parvce (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

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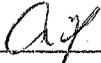
Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any


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(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall



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immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

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- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

Allen Parker
Contract Public Defender [contractor]

00799422
SBOT Number

10-1-22
Date

AM

¹⁶*Id.* at § 174.18 ("Minimum Attorney Qualifications").

Approved and Accepted:

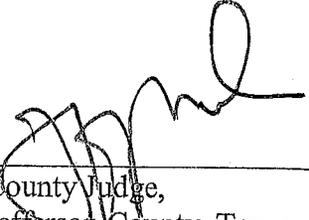
Criminal District Court Judge
[appointing authority]

Date



252nd District Court Judge
[appointing authority]

10/3/22
Date



County Judge,
Jefferson County, Texas
[contracting authority]

10/11/22
Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Charles Rojas (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

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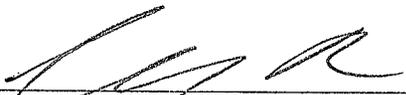
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.



 Contract Public Defender [contractor]

24002864
 SBOT Number

10-1-22
 Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:

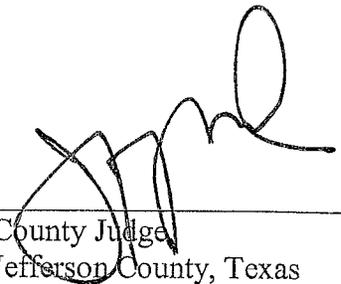
Criminal District Court Judge
[appointing authority]

Date



252nd District Court Judge
[appointing authority]

10/4/22
Date



County Judge
Jefferson County, Texas
[contracting authority]

10/11/22
Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and KEVIN LAINE (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

² *Id.* at § 174.14 (“Awarding the Contract”).

³ *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

⁴ *Id.* at § 174.17 (“Scope of Contract”).

⁵ *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 (“Investigators and Experts”).

⁷ *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

⁸ *Id.* at § 174.16 (“Term of Contract”).

⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

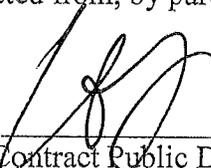
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.



 Contract Public Defender [contractor]

00798313

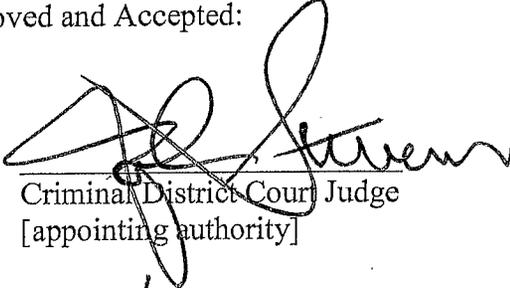
 SBOT Number

10/1/22

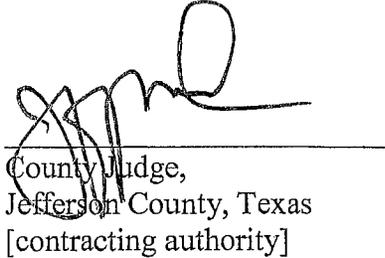
 Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

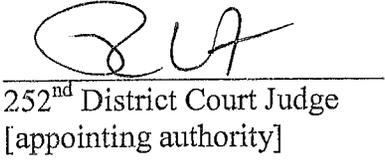
Approved and Accepted:


Criminal District Court Judge
[appointing authority]

10/3/22
Date


County Judge,
Jefferson County, Texas
[contracting authority]

10/11/22
Date


252nd District Court Judge
[appointing authority]

10/3/22
Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Marsha Normand (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

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² *Id.* at § 174.14 (“Awarding the Contract”).

³ *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

⁴ *Id.* at § 174.17 (“Scope of Contract”).

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health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

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⁷ *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

⁸ *Id.* at § 174.16 (“Term of Contract”).

⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

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¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

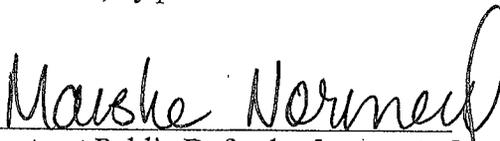
immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.

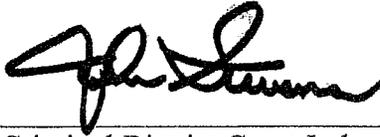

 Contract Public Defender [contractor]

15087980
 SBOT Number

10/1/2022
 Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:



Criminal District Court Judge
[appointing authority]

10.1.22

Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

252nd District Court Judge
[appointing authority]

Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Michael V. Ponzio (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental



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health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

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Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

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⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall



¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

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¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

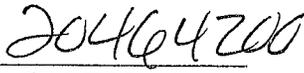
Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

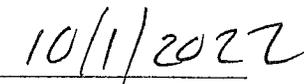
Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

- (a) The cases handled under this contract shall exclude capital cases where the death penalty is sought¹⁶.
- (b) A determination that Attorney has provided false information in the materials submitted to the Courts in response to, or as required under, the terms of this plan will be grounds for cancellation of this contract by the Courts.
- (c) Falsification of any report, invoice, or other documentation submitted by Attorney will be grounds for cancellation or termination of this contract by the Courts.
- (d) The Jefferson County Criminal District Court Judges will maintain and review the Indigent Defense Attorneys' compliance under the Jefferson County Indigent Defense Plan.
- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.


Contract Public Defender [contractor]


SBOT Number


Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

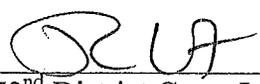
Approved and Accepted:

Criminal District Court Judge
[appointing authority]

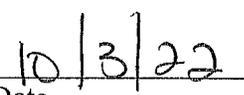
County Judge,
Jefferson County, Texas
[contracting authority]

Date

Date



252nd District Court Judge
[appointing authority]



Date

PUBLIC DEFENDER CONTRACT
JEFFERSON COUNTY CRIMINAL DISTRICT COURTS

CONTRACT AGREEMENT

This contract is made by and between the Jefferson County Criminal District Courts (“Courts”) [appointing authority] and Brittanie Holmes (“Attorney”) [contractor], and Jefferson County, Texas (“County”) [contracting authority] for the purpose of providing legal representation and services to indigent defendants who appear before the Court¹.

In compliance with the Jefferson County Criminal District Courts’ Indigent Defense Plan (“Plan”), which is hereby incorporated herein and expressly made a part hereof for all purposes, Attorney agrees to serve as a Contract Public Defender in the Courts and to comply with all applicable Plan provisions. The parties acknowledge that the Texas Indigent Defense Commission requires certain contractual provisions in this Contract as set forth in the Texas Administrative Code².

Attorney certifies that he or she meets all of the qualifications required to serve as a Contract Public Defender pursuant to the Plan³.

Case Categories Covered: Attorney agrees to represent indigent defendants in all cases assigned to Attorney in the Courts for all pre-trial and trial matters which have not been assigned to indigent defense trial counsel, and for which the Courts have subject matter jurisdiction⁴.

Compensation: Attorney agrees to accept \$8,750.00 dollars (Eight Thousand Seven Hundred Fifty dollars) per month by check or direct deposit to serve as Contract Public Defender. In addition, Attorney agrees to accept an additional compensation amount not to exceed \$3,000.00 dollars (Three Thousand dollars) annually to pay for required and reasonable Continuing Legal Education (“CLE”) requirements, registrations, and travel expenses related thereto. By acceptance of the flat \$8,750.00 dollar amount, Attorney agrees not to submit additional hourly billing compensation claims in any case, absent further order of the Courts under extraordinary circumstances⁵.

Investigators and Experts Compensation: Attorney shall be reimbursed for reasonable and necessary expenses as approved by the Courts, including expenses for investigators, mental

¹ 1 Tex. Admin. Code § 174.15 (2007)(Tex. Indigent Defense Comm’n, “Parties”).

² *Id.* at § 174.14 (“Awarding the Contract”).

³ *Id.* at § 174.18 (“Minimum Attorney Qualifications”).

⁴ *Id.* at § 174.17 (“Scope of Contract”).

⁵ *Id.* at § 174.25 (“Compensation and Payment Process”).

health experts, and other experts pursuant to Article 26.05(d), Texas Code of Criminal Procedure. Prior Court approval for these expenses should be obtained whenever possible⁶.

Term of Contract: This contract becomes effective on 10/01/2022, with compensation prorated where appropriate. This contract is automatically renewed on a **month-to-month term basis** unless terminated by the Attorney or by the Courts. If this contract is terminated, Attorney will be relieved of all pending appointments and will not be required to continue representation in any case previously assigned. Cases assigned, but not yet completed or resolved in the monthly term, will be carried forward by Attorney on a month-to-month term basis. If a contract is terminated by either party in the midst of a month-to-month term, Attorney shall only be entitled to a prorated portion of the monthly fee, with no additional compensation⁷.

Contract Termination: This contract may be terminated at-will by either Attorney, or by the Courts⁸.

Independent Contractor: Attorney is not an employee of Jefferson County, but is an independent contractor who shall complete the requirements of this contract by Attorney's own means and methods of work, and in accordance with Attorney's professional legal judgment. In the course of representing any indigent criminal defendant, Attorney shall be in exclusive control of his or her professional legal judgment and shall freely and independently exercise same in the best interests of his or her client, and Attorney shall not be subject to the control of or supervision by the Courts, unless otherwise specified in this contract. The indigent criminal defendant is the Attorney's client, not Jefferson County, nor the Courts. Attorney shall provide reasonably competent, zealous legal services to each indigent criminal defendant in accordance with Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct and the Texas Code of Criminal Procedure⁹.

Standards of Representation

(a) Attorney shall provide all services (a) required by Senate Bill 7 as passed by the 77th General Session of the Texas Legislature in 2001, as it amends the Texas Code of Criminal Procedure.

(b) Attorney has the responsibility to complete all cases assigned during the term of the contract, and continuing during any automatic renewals of contract, and Attorney shall ensure continuity of representation of each indigent criminal defendant unless he or she is relieved or replaced by the Courts, for good cause, in accordance with Article 26.04(j)(2), Code of Criminal Procedure¹⁰.

(c) Attorney shall not assign, subcontract, or delegate any part of the services to be provided by Attorney under this contract without first obtaining the approval of the Courts. Any

⁶ *Id.* at § 174.24 (“Investigators and Experts”).

⁷ *Id.* at § 174.16; 174.25 (“Term of Contract” and “Compensation and Payment Process”).

⁸ *Id.* at § 174.16 (“Term of Contract”).

⁹ *Id.* at § 174.22 (“Standards of Representation”).

¹⁰ *Id.* at §§ 174.19; 174.20 (“Duration of Representation” and “Substitution of Attorneys”).

substitution of attorneys under this provision shall be made from the approved indigent appointment list for the Jefferson County Criminal Courts.

(d) Attorney must submit a monthly itemized¹¹ fee voucher for approval by the Courts for payment¹².

(e) Attorney must maintain at least the minimum qualifications and requirements listed in the plan¹³.

(f) Attorney agrees to indemnify and hold harmless Jefferson County from any and all claims arising from the delivery of professional services under this contract.

(g) Attorney shall maintain an office in Jefferson County and the ability to receive facsimile, telephone and email communications 24 hours a day, 7 days a week.

(h) Attorney is prohibited from accepting any payments from any indigent criminal defendant, or any third party, for legal services provided in an assigned case.

(i) Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this contract except as permitted by the Texas Disciplinary Rules of Professional Conduct.

Caseload Limitations: The Jefferson County Criminal District Courts' Indigent Defense Plan provides for an alternative program using "Public Defenders" and a system of "Rotation Attorneys." Public Defenders are primarily appointed to handle indigent defendants who may wish to dispose of their cases expeditiously prior to trial, and will try cases when the indigent defendant does not wish to replace them with a Rotation Attorney for trial. Due to Public Defender trial scheduling, an indigent defendant can request substitution of a Rotation Attorney. Rotation Attorneys typically replace Public Defenders for trial only when the defendant requests or agrees to the substitution. The caseload limitations contemplated in the *Guidelines for Indigent Defense Caseloads*, Texas Indigent Defense Commission (2015)(House Bill 1318, 83rd Texas Legislature) are set forth as an "annual full-time equivalent caseload". (*Guidelines* at xvii ("Executive Summary") and P. 34). As Public Defenders are typically replaced for trial by Rotation Attorneys at the defendant's request in the majority of cases, and thus rarely represent indigent defendants at trial, the caseload numbers of Public Defenders are not representative of an "annual full-time equivalent caseload."¹⁴ Accordingly, Public Defender caseloads shall not exceed 175 cases. Rotation Attorney caseloads shall be in accordance with the *Guidelines*.

Conflict: It is the policy of the Courts to ensure that Attorney does not provide representation to a defendant when doing so involves a conflict of interest¹⁵. In the event of a conflict of interest between Attorney and any indigent criminal defendant, Attorney shall

¹¹ Voucher is to be itemized by client cases resolved, and not itemized by the hour.

¹² 1 Tex. Admin. Code § 174.25 (2007)(Tex. Indigent Defense Comm'n, "Compensation and Payment Process").

¹³ *Id.* at § 174.18 ("Minimum Attorney Qualifications").

¹⁴ *Id.* at § 174.21 ("Caseload Limitations").

¹⁵ *Id.* at § 174.23 ("Conflicts of Interest").

immediately present such evidence to the Courts and, if allowed, be permitted to withdraw from further representation. Such withdrawal shall not affect the other terms of this contract.

Administration: The Courts will provide oversight and monitoring to assure that Attorney performs in accordance with the terms of this contract. The Jefferson County Criminal District Courts' legal assistant assigned to handle indigent defense records and documentation will alert the Court when the maximum caseload limit is approached by any Attorney contractor to ensure that maximum Public Defender caseloads do not exceed 175 cases. The assistant shall also bring to the Courts' attention any indigent defendant's claim of a failure to communicate by any Attorney. The legal assistant will compile all investigative expense requests and action taken into a date, case number and defendant searchable spreadsheet created on an annualized basis. The spreadsheet shall detail costs and expenditures by amount and recipient.

Forum Selection with Regard to Disputes between the Parties: Venue of any proceedings arising under or with regards to this contract shall be in a court of competent jurisdiction in Jefferson County, Texas.

Additional Terms and Conditions:

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- (e) Integration Clause: This contract constitutes the entire agreement of the parties and is not to be expanded upon, or detracted from, by parol evidence.



 Contract Public Defender [contractor]

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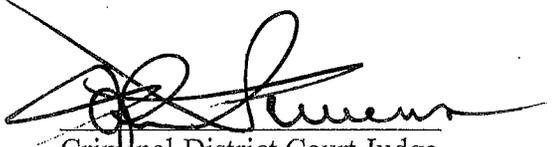
 SBOT Number

10/1/22

 Date

¹⁶*Id.* at § 174.18 (“Minimum Attorney Qualifications”).

Approved and Accepted:



Criminal District Court Judge
[appointing authority]

10/6/22
Date



252nd District Court Judge
[appointing authority]

10/6/22
Date

County Judge,
Jefferson County, Texas
[contracting authority]

Date

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
DAWN DONUTS	61.50	500019	
CHAPMAN VENDING	79.90	500071	
			141.40**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	3,426.26	499826	
COASTAL WELDING SUPPLY	6,295.00	499842	
ENTERGY	696.56	499853	
M&D SUPPLY	452.39	499863	
METAL-MART	3,911.35	499866	
SMART'S TRUCK & TRAILER, INC.	148.50	499881	
S.E. TEXAS BUILDING SERVICE	250.00	499882	
SOUTHEAST TEXAS WATER	7.00	499883	
SOUTHERN TIRE MART, LLC	2,022.78	499903	
CDW COMPUTER CENTERS, INC.	115.34	499905	
HERRERA'S EMERGENCY LIGHTING	850.00	499947	
ROSS RIDGE SAND COMPANY LP	144.00	499969	
EMERGENCY POWER SERVICE	388.20	499994	
FUNCTION 4 LLC	31.00	500036	
ODP BUSINESS SOLUTIONS, LLC	89.41	500085	
MUNRO'S UNIFORM SERVICES, LLC	305.10	500086	
			19,132.89**
ROAD & BRIDGE PCT.#2			
A&A EQUIPMENT	302.50	499820	
CITY OF NEDERLAND	94.31	499841	
EASTEX RUBBER & GASKET	45.62	499844	
ENTERGY	1,110.01	499853	
MOTION INDUSTRIES, INC.	294.88	499867	
THE MUFFLER SHOP	42.00	499868	
SETZER HARDWARE, INC.	126.51	499879	
AT&T	131.31	499890	
W. JEFFERSON COUNTY M.W.D.	28.77	499899	
FUNCTION 4 LLC	31.00	500036	
			2,206.91**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	3,555.79	499826	
BEAUMONT TRACTOR COMPANY	621.93	499833	
CITY OF PORT ARTHUR - WATER DEPT.	47.34	499839	
FARM & HOME SUPPLY	58.74	499848	
NOACK LOCKSMITH	608.60	499869	
PHILPOTT MOTORS, INC.	470.55	499870	
SANITARY SUPPLY, INC.	2,522.10	499877	
HOWARD'S AUTO SUPPLY	925.73	499904	
TEXAS GAS SERVICE	198.48	499945	
MARTIN PRODUCT SALES LLC	16,807.20	499964	
ASCO	7,029.05	500004	
FUNCTION 4 LLC	62.00	500036	
MUNRO'S UNIFORM SERVICES, LLC	23.95	500086	
			32,931.46**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY	253.60	499842	
RB EVERETT & COMPANY, INC.	705.96	499846	
ENTERGY	17.93	499853	
SMART'S TRUCK & TRAILER, INC.	196.59	499881	
SOUTHEAST TEXAS WATER	61.95	499886	
AT&T	101.40	499890	
BEAUMONT FREIGHTLINER WESTERN STAR	75.66	499957	
MARTIN PRODUCT SALES LLC	17,724.00	499964	
ON TIME TIRE	2,223.11	499995	
ASCO	1,820.60	500004	
FUNCTION 4 LLC	112.00	500036	
GULF COAST	3,451.37	500057	
MUNRO'S UNIFORM SERVICES, LLC	90.78	500086	
			26,834.95**
ENGINEERING FUND			
VERIZON WIRELESS	125.75	499918	
FUNCTION 4 LLC	203.99	500036	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	1,165.78	500085	1,495.52**
PARKS & RECREATION			
ENTERGY	2,384.25	499853	
SANITARY SUPPLY, INC.	300.57	499877	
ALL TERRAIN EQUIPMENT CO	224.61	500042	2,909.43**
GENERAL FUND			
KENYATTA VIHDICE FOSTER	150.00	500099	150.00*
TAX OFFICE			
ELECTRICAL SPECIALTIES, INC.	768.00	499822	
PITNEY BOWES INC	1,452.00	499871	
ACE IMAGEWEAR	41.06	499880	
SOUTHEAST TEXAS WATER	148.00	499884	
UNITED STATES POSTAL SERVICE	438.21	499923	
CUMMINS-ALLISON CORP	3,410.00	499999	
FUNCTION 4 LLC	155.00	500036	6,412.27*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.96	499923	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	28.00	500022	
FUNCTION 4 LLC	31.00	500036	60.96*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	34.95	499887	
CDW COMPUTER CENTERS, INC.	217.34	499905	
UNITED STATES POSTAL SERVICE	3.09	499923	
RHONDA BRODE	151.25	499926	
CANDACE PLESSALA	260.38	499972	
FUNCTION 4 LLC	31.00	500036	
KATRENA THERIOT	40.00	500053	
DANNA O'QUINN	95.50	500073	
ODP BUSINESS SOLUTIONS, LLC	71.91	500085	905.42*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	307.14	499923	
FUNCTION 4 LLC	433.00	500036	
ODP BUSINESS SOLUTIONS, LLC	144.48	500085	884.62*
COUNTY JUDGE			
TAC - TEXAS ASSN. OF COUNTIES	200.00	499894	
UNITED STATES POSTAL SERVICE	1.06	499923	
ROCKY LAWDERMILK	1,800.00	499935	
LANGSTON ADAMS	500.00	499939	
J.T. HAYNES	500.00	499962	
HARVEY L WARREN III	500.00	499979	
GREGORY LAW FIRM	500.00	499993	
ROEBUCK & THOMAS PLLC	500.00	500032	
FUNCTION 4 LLC	31.00	500036	
ODP BUSINESS SOLUTIONS, LLC	99.23	500085	
TEXAS CLOSED CAPTIONING LLC	480.00	500095	5,111.29*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.57	499923	
FUNCTION 4 LLC	31.00	500036	31.57*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	95.96	499923	
FUNCTION 4 LLC	62.00	500036	157.96*
PRINTING DEPARTMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	1,240.93	500036	
BOSWORTH PAPERS	266.25	500069	
PURCHASING DEPARTMENT			1,507.18*
BEAUMONT ENTERPRISE	2,633.70	499845	
UNITED PARCEL SERVICE	.04	499897	
UNITED STATES POSTAL SERVICE	.98	499923	
CINTAS CORPORATION	92.94	500023	
FUNCTION 4 LLC	31.00	500036	
GENERAL SERVICES			2,758.58*
B&L MAIL PRESORT SERVICE	1,030.82	499831	
CASH ADVANCE ACCOUNT	25.00	499860	
TEXAS WILDLIFE DAMAGE MGMT FUND	2,700.00	499896	
INTERFACE EAP, INC	1,314.90	499902	
IEA - INSPIRE, ENCOURAGE, ACHIEVE	220,000.00	499920	
K2 TOWERS III, LLC	2,435.00	500077	
DATA PROCESSING			227,505.72*
DLT SOLUTIONS LLC	1,231.75	499830	
CDW COMPUTER CENTERS, INC.	118.96	499905	
TAGITM	175.00	499925	
SPS VAR LLC	14,990.00	499941	
SITEIMPROVE INC	3,029.03	500020	
FUNCTION 4 LLC	31.00	500036	
HELPSYSTEMS LLC	1,491.43	500044	
STEEPMEADOW SOLUTIONS, LLC	3,304.92	500079	
TOIT TRAINING LLC	7,960.00	500093	
VOTERS REGISTRATION DEPT			32,332.09*
UNITED STATES POSTAL SERVICE	328.36	499923	
FUNCTION 4 LLC	31.00	500036	
ACCESS IMAGING SOLUTIONS, LLC	13,706.00	500080	
ELECTIONS DEPARTMENT			14,065.36*
CASH ADVANCE ACCOUNT	2,214.27	499860	
FUNCTION 4 LLC	31.00	500036	
ODP BUSINESS SOLUTIONS, LLC	63.61	500085	
AMAZON.COM SERVICES LLC	31.00	500089	
DISTRICT ATTORNEY			2,339.88*
CASH ADVANCE ACCOUNT	90.97	499860	
KIRKSEY'S SPRINT PRINTING	36.40	499862	
UNITED STATES POSTAL SERVICE	225.49	499923	
ANITA U SEPEDA	100.00	499982	
REALTIME REPORTING SERVICES INC.	231.00	499984	
HILTON GARDEN INN BEAUMONT	1,162.66	499987	
TRANSUNION RISK AND ALTERNATIVE	161.00	500013	
TATIANA ZELEZNIAK	159.80	500017	
FUNCTION 4 LLC	9,137.58	500036	
SARAH BUSER	365.00	500038	
ODP BUSINESS SOLUTIONS, LLC	2,271.17	500085	
DISTRICT CLERK			13,941.07*
UNITED STATES POSTAL SERVICE	343.16	499923	
FUNCTION 4 LLC	31.00	500036	
CRIMINAL DISTRICT COURT			374.16*
TODD W LEBLANC	900.00	499823	
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,868.75	499832	
THOMAS J. BURBANK PC	800.00	499836	
WENDELL RADFORD	21,638.21	499873	
CHARLES ROJAS	800.00	499908	
JOHN D WEST	1,500.00	499910	
UNITED STATES POSTAL SERVICE	15.27	499923	

NAME	AMOUNT	CHECK NO.	TOTAL
LANGSTON ADAMS	1,700.00	499939	
JOEL WEBB VAZQUEZ	900.00	499953	
LAURIE PEROZZO	800.00	499976	
JASON ROBERT NICKS	900.00	499978	
JAMES R. MAKIN, P.C.	800.00	499985	
WILLIAM MARCUS WILKERSON	2,150.00	500000	
FUNCTION 4 LLC	62.00	500036	
MARVIN LEWIS JR	900.00	500051	
ODP BUSINESS SOLUTIONS, LLC	12.00	500085	
58TH DISTRICT COURT			36,746.23*
SOUTHEAST TEXAS WATER	34.95	499888	
FUNCTION 4 LLC	31.00	500036	
60TH DISTRICT COURT			65.95*
FUNCTION 4 LLC	31.00	500036	
136TH DISTRICT COURT			31.00*
FUNCTION 4 LLC	31.00	500036	
172ND DISTRICT COURT			31.00*
FUNCTION 4 LLC	31.00	500036	
252ND DISTRICT COURT			31.00*
MIKE VAN ZANDT	8,750.00	499898	
UNITED STATES POSTAL SERVICE	72.05	499923	
JUDGE RAQUEL WEST	106.89	499938	
TENA MICHELLE ARGENBRIGHT	75.00	500024	
FUNCTION 4 LLC	62.00	500036	
279TH DISTRICT COURT			9,065.94*
ANITA F. PROVO	330.00	499872	
NATHAN REYNOLDS, JR.	440.00	499874	
SOUTHEAST TEXAS WATER	14.95	499889	
UNITED STATES POSTAL SERVICE	7.90	499923	
TONYA CONNELL TOUPS	440.00	499970	
REAUD MORGAN & QUINN LLP	110.00	499974	
WILLIAM FORD DISHMAN	110.00	500008	
MATUSKA LAW FIRM	220.00	500010	
FUNCTION 4 LLC	31.00	500036	
SHELANDER LAW OFFICE	275.00	500072	
ROBERTO RAMIREZ	200.00	500091	
317TH DISTRICT COURT			2,178.85*
CATHERINE BRUNEY	510.00	499857	
KEVIN PAULA SEKALY PC	1,375.00	499878	
GLEN M. CROCKER	250.00	499927	
DONEANE E. BECKCOM	150.00	499931	
BRITTANIE HOLMES	450.00	499998	
FUNCTION 4 LLC	31.00	500036	
JUSTICE COURT-PCT 1 PL 1			2,766.00*
CASH ADVANCE ACCOUNT	731.02	499860	
UNITED STATES POSTAL SERVICE	34.73	499923	
CLASSIC FORMS AND PRODUCTS	126.00	499948	
FUNCTION 4 LLC	31.00	500036	
ODP BUSINESS SOLUTIONS, LLC	369.99	500085	
JUSTICE COURT-PCT 1 PL 2			1,292.74*
UNITED STATES POSTAL SERVICE	39.55	499923	
FUNCTION 4 LLC	31.00	500036	
JUSTICE COURT-PCT 2			70.55*

NAME	AMOUNT	CHECK NO.	TOTAL
JUSTICE COURT-PCT 4			.00*
AT&T	101.40	499891	
FUNCTION 4 LLC	31.00	500036	132.40*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	52.09	499923	
FUNCTION 4 LLC	31.00	500036	
ODP BUSINESS SOLUTIONS, LLC	19.27	500085	102.36*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	31.00	500036	31.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	15.55	499923	
FUNCTION 4 LLC	31.00	500036	46.55*
COUNTY COURT AT LAW NO. 2			
JACK LAWRENCE	250.00	499827	
THOMAS J. BURBANK PC	300.00	499836	
A. MARK FAGGARD	400.00	499847	
UNITED STATES POSTAL SERVICE	14.82	499923	
SIERRA SPRING WATER CO. - BT	2.49	499924	
LANGSTON ADAMS	250.00	499939	
MATUSKA LAW FIRM	400.00	500010	
FUNCTION 4 LLC	31.00	500036	1,648.31*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	250.00	499823	
DONALD BOUDREAUX	250.00	499834	
NATHAN REYNOLDS, JR.	250.00	499874	
UNITED STATES POSTAL SERVICE	8.55	499923	
KIMBERLY PHELAN, P.C.	250.00	499960	
LAURIE PEROZZO	300.00	499976	
MATUSKA LAW FIRM	500.00	500010	
JARED GILTHORPE	250.00	500011	
FUNCTION 4 LLC	31.00	500036	2,089.55*
COURT MASTER			
UNITED STATES POSTAL SERVICE	2.28	499923	
FUNCTION 4 LLC	31.00	500036	
BUDDIE J HAHN	626.98	500060	
ODP BUSINESS SOLUTIONS, LLC	122.41	500085	782.67*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	.49	499923	
USER FRIENDLY PHONE BOOK	648.00	499956	
KARA HAWTHORN	980.49	499988	
TEXAS MEDIATOR CREDENTIALING ASSOC	135.00	500012	
AMANDA TRIM	23.75	500027	
FUNCTION 4 LLC	31.00	500036	
ODP BUSINESS SOLUTIONS, LLC	1,202.26	500085	3,020.99*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	124.00	500036	
KIMBERLY VALDEZ	279.24	500092	403.24*
SHERIFF'S DEPARTMENT			
FED EX	368.88	499849	
ENTERGY	968.67	499853	
MCNEILL INSURANCE AGENCY	71.00	499864	
AT&T	175.08	499890	
UNITED STATES POSTAL SERVICE	575.51	499923	

NAME	AMOUNT	CHECK NO.	TOTAL
DATAWORKS PLUS, LLC	38,238.55	499951	
LEADSONLINE, LLC	6,524.00	499967	
MDE INC	926.00	499980	
ERIN TECHNOLOGY LLC	750.00	499992	
TRANSUNION RISK AND ALTERNATIVE	575.00	500014	
GALLS LLC	1,257.30	500015	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	28.00	500022	
FUNCTION 4 LLC	310.00	500036	
VECTOR SECURITY	340.80	500041	
ARCHIVE SOCIAL	2,388.00	500043	
FANNETT VETERINARY CLINIC	77.50	500048	
SUPERION LLC	3,254.46	500058	
BOEING DIGITAL SOLUTIONS, INC	2,213.80	500059	
EDEN K9 CONSULTING & TRAINING CORP	825.00	500075	
DATAPILOT, INC	1,990.00	500088	
BRIAN CHOWNS	395.00	500094	
			62,252.55*
CRIME LABORATORY			
ABACUS DIAGNOSTIC, INC.	636.00	499829	
FED EX	23.39	499850	
SOUTHEAST TEXAS WATER	1,269.90	499885	
OFFICE OF COURT ADMINISTRATION	1,130.00	499932	
AFQAM	300.00	499950	
FUNCTION 4 LLC	31.00	500036	
			3,390.29*
JAIL - NO. 2			
AAA LOCK & SAFE	480.00	499819	
CARRIER CORPORATION	76,860.00	499821	
CITY OF BEAUMONT - WATER DEPT.	16.00	499838	
ECOLAB	576.74	499843	
JACK BROOKS REGIONAL AIRPORT	2,599.94	499859	
CASH ADVANCE ACCOUNT	1,036.56	499860	
M&D SUPPLY	408.33	499863	
AT&T	38.37	499890	
WORTH HYDROCHEM OF THE GULF COAST	390.00	499900	
ADVANCED SYSTEMS & ALARM SERVICES,	173.00	499907	
LOWE'S HOME CENTERS, INC.	1,911.51	499934	
WORLD FUEL SERVICES	2,631.50	499977	
SAM'S CLUB DIRECT	671.60	499997	
GALLS LLC	56.00	500015	
FUNCTION 4 LLC	217.00	500036	
THE MONOGRAM SHOP	113.00	500037	
LASALLE CORRECTIONS VI LLC	55,440.00	500050	
TRINITY SERVICES GROUP INC	55,669.33	500056	
ABI-ACE BACKFLOW & IRRIGATION	833.70	500067	
SPINDLETOP PLUMBING	1,000.00	500078	
			201,122.58*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	191.25	499825	
EDWARD B. GRIPON, M.D., P.A.	550.00	499852	
UNITED STATES POSTAL SERVICE	12.55	499923	
LATRICA COLEMAN	131.88	499936	
SHANNA CITIZEN	56.25	499937	
SUMMER HERRINGTON	176.88	499942	
LYNN BIERHALTER	150.00	499961	
FUNCTION 4 LLC	93.00	500036	
SHERONDA LEE	61.88	500046	
EDWIN JAY FRANK	223.75	500047	
ODP BUSINESS SOLUTIONS, LLC	267.36	500085	
NICOLE BONSALE	134.38	500090	
			2,049.18*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	396.66	499877	
EMERGENCY POWER SERVICE	1,626.73	499994	
FUNCTION 4 LLC	31.00	500036	
VEQUAL ROBERTS	400.00	500068	
			2,454.39*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	38.68	499923	
FUNCTION 4 LLC	31.00	500036	
CONSTABLE-PCT 4			69.68*
AT&T	50.70	499890	
FUNCTION 4 LLC	31.00	500036	
CONSTABLE-PCT 6			81.70*
KIRKSEY'S SPRINT PRINTING	24.95	499862	
GALLS LLC	323.77	500015	
FUNCTION 4 LLC	31.00	500036	
CONSTABLE PCT. 8			379.72*
CARPENTER'S TIME CENTER INC.	202.00	499837	
FUNCTION 4 LLC	31.00	500036	
AGRICULTURE EXTENSION SVC			233.00*
FUNCTION 4 LLC	31.00	500036	
HEALTH AND WELFARE NO. 1			31.00*
BROUSSARD'S MORTUARY	1,500.00	499835	
CLAYBAR HAVEN OF REST	1,240.00	499921	
UNITED STATES POSTAL SERVICE	86.92	499923	
PROCTOR'S MORTUARY INC	1,500.00	499981	
THOMSON REUTERS-WEST	152.60	500006	
FUNCTION 4 LLC	62.00	500036	
ODP BUSINESS SOLUTIONS, LLC	1,075.39	500085	
HEALTH AND WELFARE NO. 2			5,616.91*
ENTERGY	70.00	499856	
THOMSON REUTERS-WEST	152.60	500006	
FUNCTION 4 LLC	62.00	500036	
ODP BUSINESS SOLUTIONS, LLC	99.98	500085	
NURSE PRACTITIONER			384.58*
FUNCTION 4 LLC	31.00	500036	
ENVIRONMENTAL CONTROL			31.00*
COASTAL BUSINESS FORMS	143.23	500005	
FUNCTION 4 LLC	31.00	500036	
INDIGENT MEDICAL SERVICES			174.23*
CARDINAL HEALTH 110 INC	29,336.31	500007	
MAINTENANCE-BEAUMONT			29,336.31*
W.W. GRAINGER, INC.	218.40	499851	
M&D SUPPLY	103.20	499863	
RALPH'S INDUSTRIAL ELEC(USE 211211)	934.96	499876	
ACE IMAGEWEAR	249.41	499880	
S.E. TEXAS BUILDING SERVICE	25,381.80	499882	
WORTH HYDROCHEM OF THE GULF COAST	290.00	499900	
AT&T GLOBAL SERVICES	5,475.82	499946	
LANDSCAPER'S WHOLESALE MARKET	144.20	499986	
FUNCTION 4 LLC	31.00	500036	
VECTOR SECURITY	817.92	500040	
MAINTENANCE-PORT ARTHUR			33,646.71*
JOHNSTONE SUPPLY	31.74	499828	
ENTERGY	7,611.19	499853	
FUNCTION 4 LLC	93.00	500036	
VECTOR SECURITY	465.24	500039	
MAINTENANCE-MID COUNTY			8,201.17*

NAME	AMOUNT	CHECK NO.	TOTAL
CITY OF NEDERLAND	30.93	499841	
ENTERGY	2,948.63	499853	
RITTER @ HOME	7.99	499875	
ACE IMAGEWEAR	38.74	499880	
SOUTHERN TIRE MART, LLC	272.02	499903	
FUNCTION 4 LLC	31.00	500036	
CHARTER COMMUNICATIONS	49.83	500082	
			3,379.14*
SERVICE CENTER			
ACTION AUTO GLASS	40.00	499824	
SPIDLE & SPIDLE	24,235.33	499826	
J.K. CHEVROLET CO.	1,544.20	499858	
KINSEL FORD, INC.	4,442.63	499861	
THE MUFFLER SHOP	42.00	499868	
PHILPOTT MOTORS, INC.	1,233.76	499870	
AT&T	87.54	499890	
TATE & CO., INC.	474.50	499895	
JEFFERSON CTY. TAX OFFICE	7.50	499912	
JEFFERSON CTY. TAX OFFICE	7.50	499913	
JEFFERSON CTY. TAX OFFICE	7.50	499914	
JEFFERSON CTY. TAX OFFICE	7.50	499915	
JEFFERSON CTY. TAX OFFICE	7.50	499916	
JEFFERSON CTY. TAX OFFICE	7.50	499917	
BUMPER TO BUMPER	1,081.24	499954	
ROBERT'S TEXACO XPRESS LUBE	42.00	499973	
ARROW-MAGNOLIA INTERNATIONAL INC	207.84	499975	
MIGHTY OF SOUTHEAST TEXAS	669.56	499989	
ADVANCE AUTO PARTS	98.88	500002	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	500016	
CINTAS CORPORATION	27.90	500023	
DENNIS LOWE	497.81	500026	
FUNCTION 4 LLC	31.00	500036	
THE GOODYEAR TIRE & RUBBER COMPANY	3,428.88	500049	
ODP BUSINESS SOLUTIONS, LLC	1.28	500085	
			38,236.29*
VETERANS SERVICE			
FUNCTION 4 LLC	62.00	500036	
			62.00*
			760,206.89**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	41.43	499841	
ENTERGY	692.16	499853	
JACK BROOKS REGIONAL AIRPORT	601.15	499859	
UNITED PARCEL SERVICE	20.84	499897	
BUMPER TO BUMPER	8.57	499954	
LJA ENGINEERING INC	270.00	499996	
TEXAS A&M AGRILIFE EXTENSION SERVIC	150.00	500025	
FUNCTION 4 LLC	31.00	500036	
BOEING DIGITAL SOLUTIONS, INC	432.00	500059	
MARSAYL MEDIA	39.00	500062	
ODP BUSINESS SOLUTIONS, LLC	57.80	500085	
MUNRO'S UNIFORM SERVICES, LLC	56.13	500086	
PARKER'S BUILDING SUPPLY	258.94	500087	
			2,659.02**
TOBACCO SETTLEMENT FUND			
JULIE ROGERS "GIFT OF LIFE" PROGRAM	220,000.00	499965	
			220,000.00**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	500036	
			31.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,265.94	500061	
			10,265.94**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	500036	
			31.00**
EMPG GRANT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	174.68	500036	174.68**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.43	499919	65.43**
GRANT A STATE AID			
HAYS COUNTY	4,250.00	499901	
BI INCORPORATED	193.50	499909	
RITE OF PASSAGE	5,930.70	500063	10,374.20**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	54.60	499923	
US POSTAL SERVICE	72.00	499929	
JCCSC	174.00	499983	
FUNCTION 4 LLC	62.00	500036	
CHARTER COMMUNICATIONS	121.39	500081	483.99**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	3.12	499863	
FUNCTION 4 LLC	31.00	500036	34.12**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	500036	31.00**
COUNTY CLERK - RECORD MGT			
MANATRON INC	16,621.50	499968	16,621.50**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	79.22	499923	
DATALOGICS INC	5,000.00	500018	
HHM & ASSOCIATES, INC.	14,012.52	500070	19,091.74**
DEPUTY SHERIFF EDUCATION			
CASH ADVANCE ACCOUNT	2,961.21	499860	2,961.21**
HOTEL OCCUPANCY TAX FUND			
CITY OF PORT ARTHUR	15,115.00	499840	
M&D SUPPLY	77.60	499863	
MUSEUM OF THE GULF COAST	10,265.00	499906	
ART MUSEUM OF SOUTHEAST TEXAS	4,883.00	499928	
SOUTHEAST TEXAS BASEBALL/ACADEMY	27,925.00	499933	
PORT NECHES CHAMBER OF COMMERCE	15,000.00	499943	
SOUTHEAST TEXAS ARTS COUNCIL	4,000.00	499944	
MARDI GRAS OF SOUTHEAST TEXAS	20,000.00	499949	
LAMAR STATE COLLEGE/PORT ARTHUR	1,000.00	499952	
DISH NETWORK	130.70	499966	
THE ART STUDIO	1,000.00	499971	
PORT ARTHUR CONVENTION & TOURIST	19,940.00	499990	
PORT ARTHUR CONVENTION & TOURIST	81,500.00	499991	
DIOCESE OF BEAUMONT	1,000.00	500003	
THE STREETZ DANCE CONVENTION AND CO	5,000.00	500021	
SOUTHERN BLACK SOFTBALL ASSOC	500.00	500028	
SOUTHERN BLACK SOFTBALL ASSOC	500.00	500029	
SOUTHERN BLACK SOFTBALL ASSOC	6,000.00	500030	
SOUTHERN BLACK SOFTBALL ASSOC	6,000.00	500031	
FUNCTION 4 LLC	196.32	500036	
STARS OVER TX	1,450.00	500064	
STARS OVER TX	650.00	500065	
LION HEARTED	1,500.00	500074	
FUNGUYS LLC	5,000.00	500096	
GULF COAST YOUTH SOCCER CLUB	2,500.00	500097	
GULF COAST YOUTH SOCCER CLUB	3,500.00	500098	234,632.62**
DISTRICT CLK RECORDS MGMT			

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	62.00	500036	62.00**
CAPITAL PROJECTS FUND			
FREESE AND NICHOLS, INC	9,398.50	500076	9,398.50**
AIRPORT FUND			
BEAUMONT TRACTOR COMPANY	93.27	499833	
W.W. GRAINGER, INC.	2,676.91	499851	
ENTERGY	17,593.98	499855	
SETZER HARDWARE, INC.	4.48	499879	
AT&T	428.58	499890	
SWICEGOOD MUSIC COMPANY	54.50	499893	
E. SULLIVAN ADVERTISING & DESIGN	5,550.00	499911	
UNITED STATES POSTAL SERVICE	.49	499923	
BELT SOURCE	12.10	499963	
CRAWFORD ELECTRIC SUPPLY COMPANY	499.60	500001	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	182.98	500009	
FUNCTION 4 LLC	62.00	500036	
TITAN AVIATION FUELS	89,724.82	500052	
BEARCOM / KAY ELECTRONICS	86.33	500054	
CY-FAIR TIRE	524.90	500055	
ODP BUSINESS SOLUTIONS, LLC	17.48	500085	
MUNRO'S UNIFORM SERVICES, LLC	98.98	500086	117,611.40**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	140,332.75	500045	140,332.75**
LIABILITY CLAIMS ACCOUNT			
MEHAFFY & WEBER	1,575.00	499865	1,575.00**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	708.12	499955	708.12**
SHERIFF'S FORFEITURE FUND			
CASH ADVANCE ACCOUNT	791.58	499860	
SIMCOM TRAINING CENTER	10,900.00	499958	11,691.58**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,102.00	499799	
CLEAT	288.00	499800	
JEFFERSON CTY. TREASURER	11,983.79	499801	
RON STADTMUELLER - CHAPTER 13	182.31	499802	
INTERNAL REVENUE SERVICE	208.00	499803	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,900.00	499804	
JEFFERSON CTY. COMMUNITY SUP.	6,956.08	499805	
JEFFERSON CTY. TREASURER - HEALTH	534,918.61	499806	
JEFFERSON CTY. TREASURER - PAYROLL	1,954,663.55	499807	
JEFFERSON CTY. TREASURER - PAYROLL	685,299.27	499808	
MONEY LIFE INSURANCE OF AMERICA	62.88	499809	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	499810	
JEFFERSON CTY. TREASURER - TCDRS	785,487.21	499811	
JEFFERSON COUNTY TREASURER	2,971.22	499812	
JEFFERSON COUNTY - TREASURER -	8,005.44	499813	
NECHES FEDERAL CREDIT UNION	35,057.08	499814	
JEFFERSON COUNTY - NATIONWIDE	90,735.20	499815	
SBA - U S DEPARTMENT OF TREASURY	286.16	499816	
CONSERVE	200.19	499817	
INVESCO INVESTMENT SERVICES, INC	681.66	499818	4,137,855.54**
JUSTICE COURT SUPPORT FND			
SAM'S CLUB DIRECT	2,157.85	499997	2,157.85**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	4,455.00	500066	4,455.00**
CNTY & DIST COURT TECH FD			

NAME	AMOUNT	CHECK NO.	TOTAL
CDW COMPUTER CENTERS, INC.	989.48	499905	989.48**
MARINE DIVISION			
ENTERGY	1,036.28	499853	
JACK BROOKS REGIONAL AIRPORT	750.73	499859	
AT&T	107.40	499890	
SUN COAST RESOURCES, INC.	13,850.93	499892	
SABINE PASS PORT AUTHORITY	113.51	499930	
AERO PRODUCTS	8.58	499940	
BOEING DIGITAL SOLUTIONS, INC	450.00	500059	16,317.43**
SHERIFF - COMMISSARY			
ALPHA CARD SYSTEMS	2,715.94	499959	
TRINITY SERVICES GROUP INC	1,343.75	500056	
			4,059.69**
			5,810,531.24***

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: **FRAN LEE**
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 14, 2022

The following FY 2022 budget transfer for Road & Bridge Pct 1 is necessary for freight charges on skid steer equipment.

111-0109-431-6011	Road Machinery	\$701	
111-0102-431-1005	Extra help		\$701



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 18 day of October, 2022, on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

**Gift of Life
2022 Ovarian & Breast Cancer Awareness Months Proclamation
Jefferson County**

WHEREAS, September and October are National Ovarian and Breast Cancer Awareness Months with campaigns established to heighten information on the risks and symptoms of these diseases to advance early detection and intervention; and

WHEREAS, ovarian cancer is known as a "silent disease" due to its vague symptoms that make it difficult to discover until latent stages with a devastating prognosis; and

WHEREAS, breast cancer is the most common cancer among American women, except for skin cancers, and approximately 1 in 8 women in the U.S. will develop invasive breast cancer during her lifetime; and

WHEREAS, this year it is estimated that more than 310,000 women will be diagnosed with either breast or ovarian cancer and nearly 57,000 women will die from these diseases in the United States; and

WHEREAS, it is imperative that Southeast Texans are educated about breast cancer and the availability of free mammograms for women who cannot afford health insurance through Gift of Life Women's Breast Health & Cancer Prevention Program; and

WHEREAS, Gift of Life annually provides thousands of breast cancer screenings and diagnostic mammograms, ultrasounds and biopsies with access to cancer treatment to medically underserved Southeast Texas women; and

WHEREAS, Gift of Life has helped extend the lives of **275** women whose breast cancer was detected through its free critical services; and

WHEREAS, to heighten awareness of these diseases and raise funds for its provision of cancer prevention and educational outreach, Gift of Life will host the 12th Annual Julie Richardson Procter 5K Ribbon Run *Monster Dash* in Downtown Beaumont on **Saturday, October 29**; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County, does hereby proclaim **Tuesday, October 18**, as Gift of Life Breast & Ovarian Cancer Awareness Day in Jefferson County, and I also urge all women in our community to pursue preventative health practices and early detection efforts.

Signed this 18 day of October, 2022.



[Handwritten Signature]

JUDGE JEFF R. BRANICK
County Judge

[Handwritten Signature]

COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

[Handwritten Signature]

COMMISSIONER DARRELL W. BUSH
Precinct No. 2

[Handwritten Signature]

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



TAX ASSESSOR-COLLECTOR CONTINUING EDUCATION TRANSCRIPT

Reporting Period: 11/18/2021 - 11/17/2022

Hon. Allison N. Getz
Tax Assessor-Collector
Jefferson County
PO Box 2112
Beaumont, TX 77704-2112

ID: 239274
Phone: (409) 835-8516
Fax:
Enrolled Date: 11/18/2014

Date	Description	Earned Hours
11/18/2021	Excess hours carried from 2021	10.00
08/26/2022	2022 TAC Legislative Conference	8.00
08/31/2022	Ethics for County Tax Assessor-Collectors	1.00
09/08/2022	ACT - Transferring PMTs, Balancing Reports and Map Clearing	1.00
Total Hours for Year:		20.00

You have met your education requirements for this reporting period 11/18/2021 - 11/17/2022.

Texas Property Tax Code § 6.231

(a) A county assessor-collector must successfully complete 20 hours of continuing education before each anniversary of the date on which the county assessor-collector takes office. The continuing education must include at least 10 hours of instruction on laws relating to the assessment and collection of property taxes for a county assessor-collector who assesses or collects property taxes.

(d) A county assessor-collector shall file annually a continuing education certificate of completion with the commissioners' court of the county in which the county assessor-collector holds office.

Print Date: 10/10/2022

For questions regarding CE hours, please contact the TACA Education Director at education@tacaofexas.org.

Recording Requested By and
When Recorded Return To:

The Monk Law Firm
4875 Parker Drive
Beaumont, Texas 77705
Attn: Brandon Monk

This space reserved for Recorder's use only.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (hereinafter, "**Memorandum**") is made and entered into as of the _____ day _____, 2022 (the "**Effective Day**") by between **Jefferson County, Texas**, ("**LESSOR**" or "**LANDLORD**"), a political subdivision of the state of Texas, and **Mid-County Plaza, LLC**, ("**LESSEE**" or "**TENANT**") being a limited liability company formed under the laws of the State of Texas, and as such, authorized to do business in Jefferson County, Texas.

RECITALS:

A. Landlord is the fee owner of that certain parcel of land (the "**Land**"), more particularly described on **Exhibit A** attached hereto and incorporated herein, existing on the Land as of the Effective Date together with any and all additions, alterations, extensions and modifications thereto made by Tenant during the Term may be referred to collectively as the "**Improvements**". The Land, the Improvements, all water rights, and all easements and appurtenances in adjoining and adjacent land, highways, roads, streets and lanes, whether public or private, reasonably required for the use and benefit of the Land and Improvements, the "**Property**."

B. Landlord and Tenant have entered into this Memorandum in connection with that certain lease of the Property entered into between Landlord and Tenant on even date herewith (the "**Lease**"), to provide notice to any interested party of such Lease and of certain terms and provisions therein.

NOW, THEREFORE, the parties state and agree as follows:

For good and valuable consideration exchanged by Landlord and Tenant, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term. Original Term.** The initial term of this lease shall be for a period of 588 calendar months (49 years), plus the partial month, if any, following the effective date of this lease, unless sooner terminated or extended by virtue of a provision herein. The effective date is September 29, 2020.

The Original Term and Option Term(s) (which are properly and timely exercised) by TENANT are collectively referred to in this Lease as the “**Demised Term.**”

Demised Premises. MID-COUNTY PLAZA, LLC, as LESSOR, hereby lets to LESSEE and LESSEE hereby leases from LESSOR, on an exclusive basis, that certain tract of land within the Development Property, which specific tract is generally described in Exhibit “A” attached, located at the Airport; together with the right to use and enjoy all improvements, rights and appurtenances thereon, whether existing or constructed or to be constructed, referred to herein as the “**Property**”, “**Leased Premises**” and/or “**Demised Premises.**” Subject to and with the benefit of the terms, covenants, and conditions of this Lease, the LANDLORD hereby demises and leases to TENANT, and TENANT hereby takes and leases from LANDLORD, the Property (herein also the “**Demised Premises**”), to have and to hold exclusively during the Demised Term of this Lease.

2. **Inspection Period.** Tenant acknowledges and agrees that it has had a reasonable opportunity to conduct certain relevant due diligence analysis, inspection and investigation of the Property, all prior to the effective date of this Lease, and that TENANT has independently determined that the Property is suitable for its intended developmental and construction purposes.

3. **Non-Disturbance.** It shall be a condition of subordination of the Lease to any ground lease, mortgage, deed of trust or other similar security instrument encumbering the Property or any portion thereof that the party or parties having the benefit of same shall enter into a non-disturbance agreement benefitting Tenant in a form and substance reasonably acceptable to Tenant.

4. **Additional Provisions.** The entirety of the Lease is hereby incorporated by reference, and all of the terms thereof shall apply to and be binding upon Landlord and Tenant in connection with this Memorandum. This Memorandum is being entered into and recorded in order to give constructive notice to third parties as to the existence of the Lease and Tenant’s rights thereunder. To the extent that a conflict or inconsistency may exist between any term or condition of this Memorandum and any term or condition contained in the Lease, such term or condition contained in the Lease shall govern and control.

5. **Counterparts.** This Memorandum may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

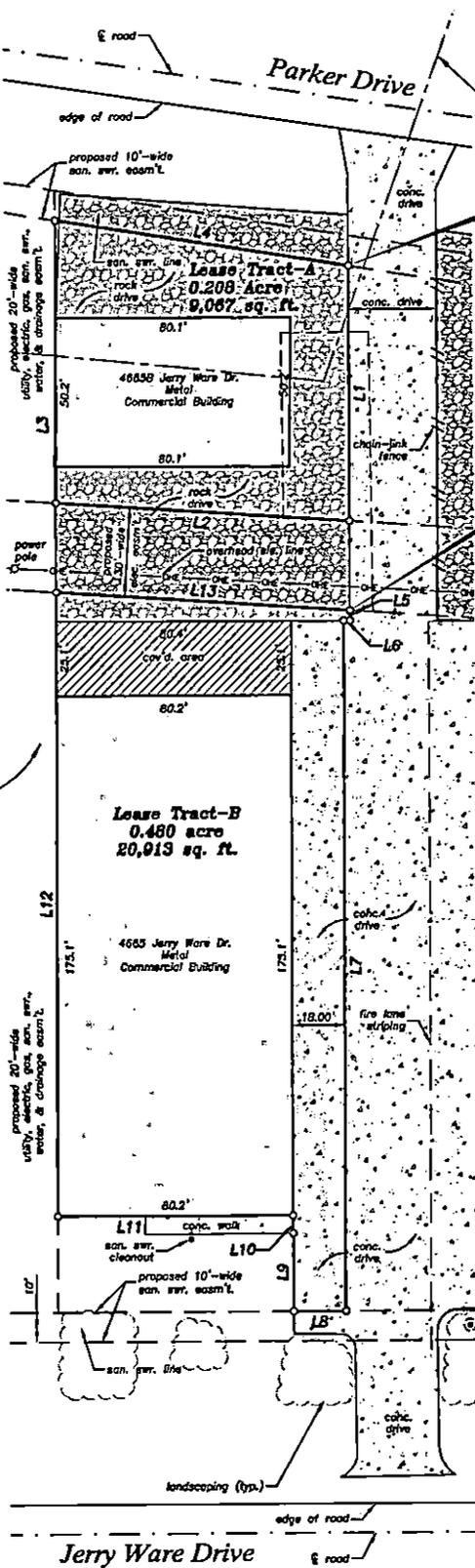
6. **Binding Effect.** All of the terms, covenants, conditions, and obligations set forth in this Memorandum shall run with the land and inure to the benefit of, and bind Landlord, Tenant and their respective personal representatives, heirs, successors, transferees and assigns.

7. **Defined Terms.** Capitalized terms used but not defined in this Memorandum shall have the meanings ascribed to such terms in the Lease.

[Signature Page Follows]

PREPARED EXCLUSIVELY FOR:
Mid-County Plaza, LLC

Line Table		
Line #	Direction	Length
L1	S 61° 55' 06" E	85.93'
L2	S 31° 51' 10" W	100.44'
L3	N 61° 51' 37" W	95.08'
L4	N 37° 01' 24" E	101.36'
L5	S 61° 55' 06" E	3.45'
L6	S 28° 12' 32" W	2.10'
L7	S 61° 53' 39" E	232.43'
L8	S 28° 02' 14" W	17.85'
L9	N 62° 09' 40" W	26.31'
L10	N 62° 09' 14" W	6.02'
L11	S 28° 05' 50" W	80.29'
L12	N 61° 51' 37" W	210.16'
L13	N 31° 51' 10" E	100.47'



Schedule B Item 10.e
Gulf States Utilities Co. &
Southwestern Bell Telephone Co.
E Easmt.
(no defined width)
Line #1
Vol. 1127, Pg. 530
DRJCT

POB
Lease Tract-A
N: 13,930,694.39
E: 3,544,983.82
from which a Found Capped
Rod "A&G" bears
N 68°12'21" E 1,180.58'

POB
Lease Tract-B
N: 13,930,639.79
E: 3,545,066.18
from which a Found Capped
Rod "A&G" bears
N 63°37'12" E 1,109.38'

Wm. Carroll Survey
Abstract No. 13

County of Jefferson
"Second Tract"
185.12 Acres
Vol. 499, Pg. 136
D.R.J.C.T.

County of Jefferson
"Second Tract"
185.12 Acres
Vol. 499, Pg. 136
D.R.J.C.T.

Surveyor's Notes:

- This survey was completed to reflect the title commitment issued by Old Republic National Title Insurance Company with an effective date of December 13, 2021, having GF No. 32072-MM.
- A letter pertaining to survey-related Schedule B items of even date accompanies this plat.
- 2 field note descriptions of even date accompany this plat.
- All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
- According to Fema's Flood Insurance Rate Map No. 480385 0285 C, Dated November 20, 1991, the subject property is located in Flood Zone "C".
- The lease tracts shown hereon are subject to restrictions set forth in Vol. 1351, Pg. 250, OPRJCT.
- Schedule B Item 10.h: The subject lease tracts are located within the boundaries of Jefferson County Drainage District No. 7.
- Lease Tract-A and Lease Tract-B shown on this plat are located within the boundaries of that certain called 185.12 acre tract of land designated as "Second Tract" in an instrument to the County of Jefferson of record in Volume 499, Page 136, Deed Records of Jefferson County, Texas.

o Point For Corner unless otherwise noted.



SCALE: 1" = 40'

I, Scott N. Brackin, Texas Registered Professional Land Surveyor No. 6650, do hereby certify that I have made a survey on the ground of the property shown hereon, and that the survey is true and correct to the best of my knowledge and belief. Plat Dated: February 3, 2022.
The subject tract being located at: 4885 & 4665B Jerry Ware Drive, Beaumont, Texas 77705.
and being described as: Lease Tract-A and Lease Tract-B lying in the Wm. Carroll Survey, Abstract No. 13 and being located within the boundaries of that certain called 185.12 acre tract of land designated as "Second Tract" in an instrument to the County of Jefferson of record in Volume 499, Page 136, Deed Records of Jefferson County, Texas
Form No. 10136400

ACCESS
Surveyors, LLC
Commercial - Industrial - Residential
11025 Old Voth Road - Beaumont, Texas 77713
Telephone (409) 838-6322 Facsimile 838-6122
www.access-surveyors.com & rpls5163@aol.com
File: 2022107 Technicians: B05



Scott N. Brackin
Scott N. Brackin
Registered Professional Land Surveyor No. 6650



Commercial • Residential • Industrial

Firm No. 10136400

**February 3, 2022
LEASE TRACT-A
0.208 Acre of Land
Lying in the
Wm. Carroll Survey, Abstract No. 13
Jefferson County, Texas**

BEING a 0.208 acre lease tract lying in the Wm. Carroll Survey, Abstract No. 13, being out of and a portion of that certain called 185.12 acre tract of land designated as "Second Tract" in an instrument to the County of Jefferson of record in Volume 499, Page 136, Deed Records of Jefferson County, Texas, said 0.208 acre tract being more particularly described by metes and bounds as follows:

Note: All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.

BEGINNING at a point located within said 185.12 acre tract, having a **Texas State Plane Coordinate Value of N: 13,930,694.39, E: 3,544,963.82**, for the North corner of the herein described tract, from which a capped iron rod stamped "A&G" found marking a flair in the Southwesterly right of way line of U.S. Highway No. 69, 96, and 287 (right of way varies) at the entrance access road for Jack Brooks Regional Airport, same being the Easternmost North corner of that certain called 35.34 acre tract of land shown on survey prepared by Locke and Associates Surveyors and certified by Harold F. Locke (R.P.L.S. No. 1801) dated August 3, 2001 bears N 68°12'21" E a distance of 1,180.58 feet;

THENCE over and across said 185.12 acre tract the following courses and distances to points for corners:

S 61°55'06" E a distance of 85.93 feet;

S 31°51'10" W a distance of 100.44 feet;

N 61°51'37" W a distance of 95.08 feet;

N 37°01'24" E a distance of 101.36 feet to the POINT AND PLACE OF BEGINNING, containing in area 0.208 acre of land, more or less.

A plat of even date accompanies this field note description.



Commercial • Residential • Industrial

Firm No. 10136400

February 3, 2022
LEASE TRACT-B
0.480 Acre of Land
Lying in the
Wm. Carroll Survey, Abstract No. 13
Jefferson County, Texas

BEING a 0.480 acre lease tract lying in the Wm. Carroll Survey, Abstract No. 13, being out of and a portion of that certain called 185.12 acre tract of land designated as "Second Tract" in an instrument to the County of Jefferson of record in Volume 499, Page 136, Deed Records of Jefferson County, Texas, said 0.480 acre tract being more particularly described by metes and bounds as follows:

Note: All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.

BEGINNING at a point located within said 185.12 acre tract, having a **Texas State Plane Coordinate Value of N: 13,930,639.79, E: 3,545,066.16**, for the Northernmost North corner of the herein described tract, from which a capped iron rod stamped "A&G" found marking a flair in the Southwesterly right of way line of U.S. Highway No. 69, 96, and 287 (right of way varies) at the entrance access road for Jack Brooks Regional Airport, same being the Easternmost North corner of that certain called 35.34 acre tract of land shown on survey prepared by Locke and Associates Surveyors and certified by Harold F. Locke (R.P.L.S. No. 1801) dated August 3, 2001 bears N 63°37'12" E a distance of 1,109.38 feet;

THENCE over and across said 185.12 acre tract the following courses and distances to points for corners:

S 61°55'06" E a distance of 3.45 feet;
S 28°12'32" W a distance of 2.10 feet;
S 61°53'39" E a distance of 232.43 feet;
S 28°02'14" W a distance of 17.85 feet;
N 62°09'40" W a distance of 26.31 feet;
N 62°09'14" W a distance of 6.02 feet;
S 28°05'50" W a distance of 80.29 feet;
N 61°51'37" W a distance of 210.16 feet;
N 31°51'10" E a distance of 100.47 feet to the POINT AND PLACE OF BEGINNING,
containing in area 0.480 acre of land, more or less.

A plat of even date accompanies this field note description.

ARTICLES OF AGREEMENT

Between

Jefferson County, Texas

and

The Jefferson County Deputy Constables
Association

October 1, 2022 – September 30, 2025



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ARTICLE 1

Preamble

SECTION I

This Agreement is made and entered into by and between the County of Jefferson and the Precincts 1, 2, 4, 6, 7, and 8 Constables of the County, in the State of Texas, and the Jefferson County Deputy Constables Association, hereinafter referred to as the "Association," in accordance with all applicable state and federal statutes, including the Fire and Police Employee Relations Act of Texas (Chapter 174 of the Texas Local Government Code).

SECTION II

The general purpose of this Agreement is to promote the mutual interests of the County and the deputy constables; to provide for equitable and peaceful adjustments of differences that may arise; to establish proper standards of wages, hours and other terms and conditions of employment for "police officers" as defined in the Fire and Police Employee Relations Act of Texas, with the objective of providing a sound basis for the efficient and effective delivery of services to the public. The parties to this Agreement will cooperate fully to advance and achieve these purposes.

SECTION III

The County, the Constables, and the Association, acknowledge and agree to their mutual obligation to bargain in good faith as set forth in the Fire and Police Employee Relations Act of Texas and all other applicable statutes.

ARTICLE 2

Definitions

A. "Agreement" means the Collective Bargaining Agreement negotiated by and between the County, the Constables, and the Jefferson County Deputy Constables Association.

B. "Association" means the Jefferson County Deputy Constables Association.

C. "Bargaining Unit" means all full time, paid sworn and certified deputy constables appointed by any Constable.

D. "Base Pay" means the salary or wages paid to the deputy, exclusive of any longevity pay or any other supplemental pay or benefits that may be provided in this Agreement.

E. "Board of Directors" means those members of the Association who are elected or appointed and serve as members of the Board of Directors of that organization pursuant to the Constitution and By-Laws of the Association.

F. "Constable" means a duly elected or appointed Constable.

G. "County" means Jefferson County, Texas;

H. "County Commissioner" means the duly elected or appointed commissioner for each of the four (4) precincts of Jefferson County.

I. "County Judge" means the duly elected or appointed county judge who is charged primarily with the administration of Jefferson County.

J. "Office" means the Precinct 1,2,4,6,7, and 8 Constable's Office of Jefferson County, Texas.

K. "Deputy" means any sworn, full time, paid employee of the Precinct 1,2,4,6,7, and 8 Constable's Office, who is certified by the Texas Commission on Law Enforcement (TCOLE), except for the Constable.

L. "Discipline" means a suspension without pay or termination.

M. "Dispute" means any and all disputes arising under the Contract Dispute Resolution Procedure in Article 15.

N. "Emergency" means an unexpected happening or event, or an unforeseen situation or crisis that calls for immediate action.

P. "Promotion" means advancement from a lower rank to a higher rank within the Constable's Office.

Q. "Regular Pay" means the total salary or wages paid to a deputy, exclusive of overtime pay, but including any types of pay supplements that may be included in this Agreement relating to longevity pay, education, specialized training or certification that are provided to a deputy on a recurring basis.

R. "Standby" means that an off-duty deputy has received an order from a superior officer to remain at home or other location awaiting a call to be immediately available for duty if called. It requires the deputy to keep immediate access to a cell phone or other such communication device.

S. "Strike" means, whether done in concert or individually, a failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment (including, but not limited to, "slowdowns", "sickouts", and the intentional failure to make arrests), for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.

T. "Suspension" means when a deputy is temporarily relieved from duty by the Constable who holds their commission pursuant to Article 25. A deputy who is suspended remains an

employee of that Constable's Office, but may not perform an official act unless so directed by that Constable. The Constable may suspend a deputy with or without pay.

U. "Termination" means an employee is no longer employed by the Constable's Office as a result of disciplinary action.

ARTICLE 3

Duration

SECTION I

This Agreement shall be effective as of the 1st day of October, 2022 and shall remain in full force and effect until the 30th day of September, 2025 unless the parties mutually agree on an extension to some other date after September 30, 2025. In the event that the parties reach an impasse in collective bargaining negotiations as defined in Fire and Police Employee Relations Act of Texas prior to September 30, 2025 then this contract shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2027.

SECTION II

In the event that a Constable other than the signatory to this Agreement takes office any time during the term of this Agreement, said new Constable may, no later than thirty (30) calendar days after taking office, give the Association written notice of his or her intention to re-open negotiations with respect to those specific parts of this Agreement applicable to his or her rights and authority in his or her respective precinct. The failure by the new Constable to give written notice within thirty (30) calendar days of taking office shall give implied consent that the terms and conditions of this Agreement shall continue in full force and effect. In the event that negotiations are reopened between the new Constable and the Association, and the parties reach an impasse in collective bargaining negotiations as defined in the Fire and Police Employee Relations Act of Texas, then all parts of this contract applicable to the Constable's rights and authority shall remain in effect thereafter until the impasse is resolved, but in no event later than September 30, 2027.

SECTION III

Nothing in this Article shall preclude the parties, upon mutual agreement and in writing, from reopening negotiations at any time during this agreement to negotiate and amend, modify or otherwise change any provisions set forth in this agreement.

ARTICLE 4

Recognition

SECTION I

The County and the Constables hereby recognize the Association as the sole and exclusive collective bargaining agent for the unit consisting of all deputies as defined herein. This right of recognition includes the sole and exclusive right to negotiate on behalf of all members of the bargaining unit over wages, hours and terms and conditions of employment.

SECTION II

The County, the Constables and the Association recognize their joint responsibility to a reasonable, fair and consistent interpretation and application of this Agreement, Constable's Office Rules and Regulations, and Special Directives and Administrative Orders which may govern the conduct of members in the Bargaining Unit.

ARTICLE 5 **Payroll Deductions**

SECTION I

The Association shall have the sole and exclusive right to payroll deductions of all matters set forth in this Section.

SECTION II

The County agrees to deduct each payday on a prorated basis the monthly Association dues from the pay of members of the bargaining unit who submit written individual requests for such deductions to be made. Dues shall be paid to the legally designated representative of the Association.

SECTION III

The authorization form shall provide that the deduction shall remain in full force and effect until the receipt by the County of a written termination request from the member of the bargaining unit. The authorization form shall also authorize the County, without further notice from the member of the bargaining unit, to change the amount of the deduction for Association dues to the amount specified in a written notice for Association dues change provided to the County by the Association. The County shall begin making deductions in that amount within thirty (30) calendar days of receipt of written notice. Only one change in the amount of the deduction shall be authorized in a twelve (12) month period.

SECTION IV

The deduction authorization is completely voluntary, and may be terminated by any member of the bargaining unit in writing at any time. The County shall provide a list of those members of the bargaining unit from whom dues were deducted each payday when payment is made to the Association.

SECTION V

The County shall deduct special, one-time assessments upon written request of the Association signed by the President for social, benevolent or fraternal purposes of the Association; except that no more than one special assessment shall be deducted by the County per Fiscal Year.

SECTION VI

The Association shall indemnify the County, and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6

Conduct of Association Business

SECTION I

The Association shall have the sole and exclusive right to all time off rights set forth in this Article.

SECTION II

Any member of the Board of Directors shall have the right to visit the premises of a Constable's Office for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of a Constable's Office. A member of the Board of Directors shall provide a written request to the Constable about any visitation of the premises. Constables shall not unreasonably deny any request to visit the premises.

SECTION III

Consistent with the Association leave pool provisions in Section 4 herein, the Association's negotiating team, not to exceed four (4) members, shall be permitted time off to attend negotiating sessions with County representatives, where such sessions or meetings are scheduled during working hours; or shall be given time off for the scheduled night shift immediately preceding or succeeding such negotiating sessions. In the event of an emergency, lack of manpower or other operational contingency, time off for negotiations shall not be permitted.

SECTION IV

Association business shall not be conducted at the expense of the County or on County time. All Association business conducted by any member of the Board of Directors shall be done on the following basis:

A. All Association business conducted by a member of the Board of Directors in lieu of work time shall be on the Board member's own leave time or paid for by the Association leave pool as provided herein; except that any attendance by a Board member that is required by the

County or Constable shall not be construed as Association business. All Association business paid for by the Association leave pool must be accounted for in the leave pool records maintained as required herein.

B. Each deputy in the Bargaining Unit shall donate two (2) hours per year at the beginning of each new Calendar Year from vacation to an Association leave pool. Any accumulated Association leave time remaining as of December 31, shall be carried forward into the next year until March 15. Any time that is carried forward that is not used by March 15 shall expire on that date.

C. Any pool days taken by a member of the Board of Directors shall be recorded on a form containing the following information: (1) the deputy's name; (2) the deputy's job assignment; (3) the nature of the Association business being taken; (4) how much time is being taken; and (5) the signature of the Association President or his designee authorizing such leave. A record of such leave accrued and taken will be maintained by the County Auditor.

D. Association business leave may be suspended by the Constable in times of emergency, for lack of manpower, or for an operational contingency.

ARTICLE 7 **Bulletin Boards**

The Association shall have the sole and exclusive right to maintain a bulletin board at a Constable's Office in an area not exposed to public view. The board may be used for posting notices of (1) recreational and social events, (2) Association elections, (3) Association meetings, (4) reports of Association committees, (5) rulings or policies of the State or National Association, (6) legislative enactments and judicial decisions affecting public employee labor relations, and (7) notices or announcements pertaining to the political activities of the Association, except that specific endorsement letters for any political candidate shall not be posted. All postings shall be in compliance with the Texas Election Code and other applicable laws.

ARTICLE 8 **MANAGEMENT RIGHTS**

Subject to the terms of this Agreement and the Maintenance of Standards Clause set forth in Article 11, the Association recognizes the prerogative of the Jefferson County Commissioners' Court and the Constable to operate and manage their affairs in all respect and in accordance with their responsibilities, rights and duties. Subject to the Maintenance of Standards Clause set forth in Article 11, all power and authority which has not been abridged, delegated, granted or expressly limited by some written provision of this Agreement is retained by the County and by the Constable.

ARTICLE 9 **Disallowed Practices**

SECTION I

The County, Constables or the Association, as applicable, shall not engage in the following practices:

A. Interfere with, restrain, or coerce deputies in the exercise of rights granted in this Agreement.

B. Dominate, interfere, or assist in the formation, existence or administration of any employee organization; or contribute financial support to any such organization. This practice shall include any assistance, either direct or indirect, which interferes with any of the Association's sole and exclusive rights as described in this Agreement to another labor organization that can possibly be certified under the Fire and Police Employee Relations Act of Texas as an exclusive bargaining representative.

C. Encourage or discourage membership in any employee organization by discrimination in hiring, tenure, training or other terms or conditions of employment.

D. Discharge or discriminate against any deputy because he/she has filed any good faith affidavit, petition, grievance, or complaint; or given any information or testimony alleging violations of this Agreement; or because he/she has formed, joined, or chosen to be represented by the Association.

E. Make or permit any agreement, understanding, or contract with any person, including a member of the bargaining unit, which in any manner circumvents, alters, amends, modifies, or contradicts any provision of this Agreement.

F. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under the Fire and Police Employee Relations Act of Texas.

G. Coerce or intimidate deputies in the enjoyment of any legal rights guaranteed under this Agreement.

H. Coerce, intimidate or induce any elected official or agent of the County to interfere with any deputies in the enjoyment of their legal rights guaranteed under the Fire and Police Employee Relations Act of Texas or under this Agreement.

ARTICLE 10 No Strike Clause

SECTION I

The Association agrees that during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs or any other form of work stoppage or

interference with business of the County or Constable's Office, and will cooperate with the County and Constable in preventing and/or halting any such actions.

SECTION II

Subject to Article 25, "Disciplinary Actions," the Constables may discipline and/or discharge any deputy who instigates, participates, or gives leadership to any act or conduct prohibited by Section 1 of this Article. The Constables may also invoke any and all remedies at law in the event of any strike, work stoppage or slow-down.

ARTICLE 11

Maintenance of Standards

All standards, economic benefits, or other conditions of employment enjoyed by members of the Bargaining Unit at the effective date of this Agreement, which are not specifically included as a part of this Agreement, shall remain unchanged for the duration of the Agreement. Provided, however, that any such standards, economic benefits or other conditions of employment shall have previously been established by a specific written and signed directive of the Constable or by Commissioners' Court, or have been mandated by (and consistent with) all State or Federal laws or regulations; and shall have been applied uniformly throughout the Office to all members of the Bargaining Unit, and any required funds shall specifically have been provided in the budget for such standards, economic benefits or other conditions of employment.

ARTICLE 12

Uniforms and Equipment

SECTION I

Uniforms.

The County shall provide each deputy with required uniforms as follows. Uniforms that have been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

- 1-long sleeve Class "A" uniform shirt;
- 1-pair of Class "A" pants;
- Rain coat;
- Jacket or windbreaker;
- 5 uniform shirts;
- 5 uniform pants and
- Bullet-proof vest with carrier.

SECTION II

Uniform Equipment.

The County shall issue to each deputy who is required to wear a uniform the following equipment:

- Badge;
- Constable pin;
- Under belt;
- Reflective traffic vest;
- Full Sam Browne, including keepers, holster, magazine holder, Asp, Asp holder, flashlight and flashlight holder;
- 2-pair handcuffs;
- 2-handcuff cases; and
- Taser and taser holder.

All equipment will be replaced on an as needed basis. Any item that has been damaged or excessively worn due to abuse, misuse or neglect shall be replaced at the expense of the deputy.

SECTION III

Radios.

The County shall provide each deputy with a portable radio for use while on-duty. Said radios shall be maintained in good operating condition and shall be replaced or repaired if not in working condition.

SECTION IV

Bullet-Proof Vests.

When required to be provided by this agreement, bullet-proof vests shall be replaced when:

- a. The vest has sustained job related damage that renders the vest unsafe for continued use.
- b. The age of the vest exceeds the time for use recommended by the manufacturer

SECTION V

Vehicle Maintenance, Replacement and Equipment.

All issued vehicles and vehicle equipment shall be maintained in good and safe working condition, and shall be replaced on an as needed basis. Any item that has been damaged shall be reported to the Constable. Deputies shall be responsible to deliver the vehicles to an appropriate County service center for regular maintenance when required.

Vehicles will be replaced when necessary as determined by the County Service Center Supervisor. If any deputy believes a vehicle in their department is in need of replacement, the deputy should inform the Constable or his/her designee, in writing, identifying the vehicle by VIN

number or license plate number and the detailed reason for the belief that the vehicle needs to be replaced. The Constable or his/her designee shall then inform, in writing, the County Service Center Supervisor, with a copy to be sent to the Jefferson County Auditor's Office. The County Service Center Supervisor will then determine whether the vehicle needs to be replaced and such determination will be presented to Commissioners' Court.

These determinations shall be made prior to the time that each Constable submits his office budget each year.

This procedure shall apply only to those vehicles that were purchased by the County through its usual vehicle acquisition procedure, and shall not apply to vehicles that were acquired by seizure or by other means.

The County shall furnish every Constable's Office vehicle with the following equipment: two-way radio; pump shotgun; flashlight and charger; first aid kit; and fire extinguisher. This equipment shall be maintained in good working condition, and shall be replaced on an as-needed basis. Any item that has been damaged due to abuse, misuse, or neglect shall be replaced at the expense of the Deputy causing the damage.

The Constables have the option to furnish the following equipment: cage; jumper cables, flares and reflective traffic triangles.

SECTION VI

Reference Materials.

The County shall provide each Constable's office with a current Family Code, Rules of Civil Procedure, Civil Practice and Remedies Code and Property Code. The County shall provide each deputy with a current Penal Code and Traffic Code.

ARTICLE 13

Seniority

SECTION I

Definition.

Seniority shall be defined as the length of service by a deputy in his/her Constable's Office.

SECTION II

Applicability.

Consistent with the Sections of this Article, seniority shall apply in the selection of days off and vacation days for a deputy in his/her Constable's Office.

SECTION III

Days Off/Vacations.

Seniority shall be the sole factor in the selection of vacations, and based upon overall time of employment as a deputy in his/her Constable's Office. Seniority shall be the sole factor in the selection of days off, and shall be based upon time of employment as a deputy constable in his/her Constable's Office.

ARTICLE 14

Retirement

Members of the bargaining unit shall continue to participate in the Texas County and District Retirement System in accordance with the statutes of the State of Texas now applicable, or as they may hereafter be amended.

ARTICLE 15

Contract Dispute Resolution

SECTION I

Scope.

All disputes concerning the proper interpretation and application of this Agreement, or alleged violations of this Agreement, except matters involving the budgetary power of Commissioners' Court, discipline which is subject to the procedure as set forth in Article 25, and except matters covered in Article 16, shall be resolved by the provisions in this article.

SECTION II

Time Limits.

The parties shall adhere to the time limits as set forth in this Article. In the event that a deputy or the Association fails to meet the time limits at Step One (1) or Step Two (2) of the procedure, the grievance shall be considered satisfied and no further action shall be taken. Failure by a deputy, the Association, the Constables, or the County to meet the time limits at any other Step shall be considered an unsatisfactory response and shall automatically allow the grievance to proceed to the next step. All parties agree that if any deadline falls upon a day when County business is not conducted such as a weekend, holiday, or county-wide leave, then the required deadline will be extended to the following business day. Any time restrictions in this Article may be waived by written, mutual agreement of the parties.

SECTION III

Process.

A dispute as defined in Section 1 above shall be handled as follows:

Step 1. Each deputy who alleges that a dispute exists shall, within fifteen (15) calendar days of the date the deputy knew or should have known of the existence of the alleged dispute, give written, dated notice to the Association President or his/her designee and the Deputy's immediate supervisor. The Association President, or his/her designee, and the aggrieved deputy shall first attempt to discuss the dispute with an immediate or intermediate supervisor, or the Constable, as applicable. The Deputy and the Association President or his/her designee are encouraged to attempt an informal solution with the supervisor or Constable within five days of the Deputy's notice of the dispute. If an informal discussion occurs, the supervisor or Constable with whom the dispute was discussed shall respond to the Association President or designee and the deputy with a written remedy or refusal within five days of the discussion so as to maintain a timeline for Step 2 if necessary. The written remedy or refusal is considered settlement negotiations and is confidential and cannot be used in any further step or proceeding under this contract. If the Association and Deputy agree to an offered remedy, the matter is resolved. If attempts to discuss informally were unsuccessful, there was no agreement after discussion, or if there was no response from a supervisor within 5 days of the Deputy's notice, the matter may proceed to Step 2. The Step 1 process shall not exceed twenty-five (25) days in its entirety from the date the Deputy's actual or constructive knowledge of the occurrence causing the problem.

Step 2. If the dispute is not resolved at Step One (1), then the grievant shall submit the issue in writing to the Constable within fifteen (15) calendar days of the Deputy's receipt of notice that the attempt to resolve informally in Step 1 was unsuccessful. The Constable shall determine whether the complaint should be answered by the Constable, the County Judge, or both. The Constable or his designee, and/or the County Judge, as applicable, shall provide a written response within twenty (20) calendar days after receipt of the complaint. Only grievances involving economic issues shall be filed with the County Judge.

The President of the Association, or his/her designee, may file a class action complaint with the Association on behalf of any Bargaining Unit member(s) similarly situated within thirty (30) calendar days of the Association President's actual or constructive knowledge of the occurrence or event causing the problem.

The complaint by an individual deputy or by the President of the Association shall include: (1) a statement of the complaint and all facts on which it is based; (2) any and all sections of the Agreement which have allegedly been violated; (3) the remedy or adjustment, if any, sought; and (4) the signature of the deputy or Association President, as applicable.

Step 3. If the dispute is not resolved at Step 2, the grievant shall submit a copy of the written grievance filed at Step 2, and a copy of the response received, to the Association within ten (10) calendar days of the grievant's receipt of the Step 2 response.

A determination as to the validity of the complaint shall be made by an Association Grievance Committee created for that purpose. The Association Grievance Committee shall meet and render its decision within twenty (20) calendar days after receipt of the complaint.

In the event that the Association Grievance Committee decides that a valid grievance exists, the Association (and Deputy, if applicable) shall proceed to Step 4. In the event the Association Grievance Committee decides that no dispute exists, there shall be no further action under this procedure.

Step 4. If the complaint has not been settled at Step 3, the Association President, the Constable or the County Judge may request within ten (10) calendar days after receipt of the Association's decision, that the matter be submitted to negotiation.

If a request for negotiation is made, the parties shall meet and confer concerning the complaint for a period not to exceed thirty (30) calendar days from the date of the request in an effort to resolve the matter.

If the parties cannot resolve the dispute within the thirty (30) calendar days allotted for negotiation, they shall certify in writing that no resolution has been made.

Step 5. If the complaint has not been settled at Step 3, or no request is made by any party pursuant to Step 4 to submit the dispute for negotiation, then the Association shall have thirty (30) calendar days from the expiration of the time to request negotiation in Step 4, to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided. If the complaint is submitted for resolution at Step 4, the Association shall have twenty (20) calendar days from the date the parties certify that they cannot resolve the matter to give notice of its intention to submit the dispute to final, binding arbitration as hereinafter provided.

The parties shall arbitrate consistent with the provisions set forth in Attachment 1, which is incorporated by reference into this Article.

The time limitations set forth above are to be strictly construed and the parties agree that the "mailbox rule" is not applicable to any time limitations set forth under this Agreement. Calendar days include weekends and holidays. The "mailbox rule" is defined as service by mail that is deemed complete upon deposit of the notice/document in a prepaid/properly addressed envelope in a post office or official depository under the care and custody of the United States Postal Service.

Failure to adhere to any time limits in this Article may be pled in bar to either arbitration or any legal action.

ARTICLE 16

Wages

SECTION I*

Wage Rates. Deputies shall be compensated on the basis of working 2,080 hours annually; and shall be compensated on a bi-weekly basis. The base salaries for the term of this Agreement shall be in accordance with the following schedule:

MONTHLY RATES/EFFECTIVE DATES -

<u>Monthly Ranges</u>	<u>October 1, 2022</u>
Deputy Constable – 1 (0 – 12)	\$5,149.33
Deputy Constable – 2 (12-24)	\$5,443.37
Deputy Constable – 3 (24-48)	\$5,677.03
Deputy Constable – 4 (48-72)	\$5,910.64
Deputy Constable - 5 (72-96)	\$6,119.77
Deputy Constable – 6 (96-120)	\$6,330.78
Deputy Constable – 7 (120 – 180)	\$6,519.13
Deputy Constable – 8 (180+)	\$6,711.38
Chief Deputy Constable	\$7,937.97

<u>Monthly Ranges</u>	<u>October 1, 2023</u>
Deputy Constable – 1 (0 – 12)	\$5,303.81
Deputy Constable – 2 (12-24)	\$5,606.67
Deputy Constable – 3 (24-48)	\$5,847.34
Deputy Constable – 4 (48-72)	\$6,087.96
Deputy Constable - 5 (72-96)	\$6,303.36
Deputy Constable – 6 (96-120)	\$6,520.70
Deputy Constable – 7 (120 – 180)	\$6,714.70
Deputy Constable – 8 (180+)	\$6,912.72
Chief Deputy Constable	\$8,176.11

<u>Monthly Ranges</u>	<u>October 1, 2024</u>
Deputy Constable – 1 (0 – 12)	\$5,462.92
Deputy Constable – 2 (12-24)	\$5,774.87
Deputy Constable – 3 (24-48)	\$6,022.76
Deputy Constable – 4 (48-72)	\$6,270.60
Deputy Constable - 5 (72-96)	\$6,492.46
Deputy Constable – 6 (96-120)	\$6,716.32
Deputy Constable – 7 (120 – 180)	\$6,916.14
Deputy Constable – 8 (180+)	\$7,120.10
Chief Deputy Constable	\$8,421.39

Effective October 1, 2022, all members of the bargaining unit shall receive a four percent (4%) across-the-board wage increase.

Effective October 1, 2023, all members of the bargaining unit shall receive a three percent (3%) across-the-board wage increase.

Effective October 1, 2024, all members of the bargaining unit shall receive a three percent (3%) across-the-board wage increase.

In the event that civilian, non-bargaining unit County employees, whose budgeted wages are under the control of Commissioners' Court, receive a wage increase of more than four percent (%) in fiscal year 2023 and more than three percent in fiscal years 2024 to 2025, then all members of the bargaining unit shall receive an increase of the difference so as to total the same percentage as these civilian employees.

Bargaining unit members will be compensated during emergency closures in accordance with County policy in effect as of May 2022.

SECTION II

Certification Pay.

A. A deputy will be provided \$75.00 monthly, in addition to the base rate, whenever the officer attains an Intermediate Certification through TCOLE.

A deputy, who attains an Advanced Certification through TCOLE, shall be provided \$100.00 per month in addition to the base rate, and in addition to the \$75.00 that is being provided for the Intermediate Certification or Associate Degree.

A deputy who attains a Masters Certification through TCOLE shall be provided \$125.00 per month in addition to the base rate, and in addition to the \$100.00 that is being provided for the Advanced Certification and the \$75.00 that is being provided for the Intermediate Certification.

A deputy will be provided \$100.00 monthly, in addition to the base rate and Certification Pay, whenever the officer attains a Civil Process Proficiency Certification through TCOLE.

B. No deputy in a Constable's Office compensated pursuant to Section A of this Article shall receive more than a total of \$400.00 monthly for the Certification pay.

SECTION III

Longevity Pay.

In addition to the base wage rates, deputies shall be compensated longevity pay at the rate of \$6.26 per month per year of service, to a maximum of twenty-five (25) years of service (\$156.50 monthly maximum) by the County.

SECTION IV

Miscellaneous Pay Issues.

All Deputy Constable's hired after June 16, 1997 will be credited for any verifiable Texas State Law Enforcement experience for purposes of determining at which Deputy Constable rate

they will be paid. However, no new hire can enter employment at a rate greater than that specified as the Deputy Constable-5 step.

Deputy Constables may transfer within the same rank to other Constable precincts without a loss in pay.

ARTICLE 17
Hours of Work, Overtime, and Staffing

SECTION I

Work Day/Work Week.

Deputies shall ordinarily work eight (8) hours or ten (10) hours per shift, as applicable; and forty (40) hours per week. The work day for all deputies shall include any shift briefings and training required by the Constable's Office.

SECTION II

Overtime.

All work performed by a deputy in excess of his/her regularly scheduled forty (40) hour work week shall be deemed overtime and shall be compensated on the basis of time-and-one-half the deputy's regular rate of pay. Excused absences with pay (specifically vacation, holiday, compensatory time and funeral leave) shall be deemed time worked for the purpose of computing hours worked.

SECTION III

Court time.

Deputies attending court during off-duty time shall be paid at the rate of time and one-half, with a two (2) hour minimum. On duty time spent in court will be paid at straight time. This provision applies to any hearing a deputy is required to attend as a result of his employment.

SECTION IV

Call Back.

Any deputy called back to duty from off-duty or on a regularly-scheduled day off shall be compensated at a minimum of two (2) hours pay at overtime rate.

SECTION V

Standby.

In the event that a deputy is ordered to standby prior to or after completion of a regular shift, the deputy shall receive one (1) hours pay for each four hours of standby. Except in the event of an emergency declared by the County Judge, no deputy will be required to Standby for more than eight hours in any 24 hour period.

SECTION VI

Election.

A deputy may elect to receive payment of any overtime accumulated pursuant to this Article in cash or compensatory time provided, however, that overtime will be paid only as compensatory time unless sufficient budgeted funds remain for any cash payment.

SECTION VII**Training time.**

Any training time required by a Constable's Office or by any State of Texas agency that takes place outside of regular work hours shall be treated as time worked as defined in this Article.

ARTICLE 18**Vacations****SECTION I**

Vacation time shall not be taken until the member of the bargaining unit has been employed at least twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, a Deputy shall be entitled to accrue vacation based on the following schedule during the remainder of the calendar year:

MONTH OF EMPLOYMENT	HOURS OF VACATION
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

SECTION II

All members of the Bargaining Unit shall be provided vacation time based on the schedule below. "Completed Years of Service" shall be measured from January 1 of the calendar year in which the deputy was first employed. Vacation hours are credited as of January 1 of each calendar year.

COMPLETED YEARS OF SERVICE	HOURS OF VACATION
1 through 4	80

5 through 9	120
10 through 14	160
15 and over	200

SECTION III

Members of the bargaining unit who separate from the County's employment prior to completing twelve (12) consecutive months of service shall not be entitled to payment for accrued vacation. Members of the bargaining unit who separate after having completed at least twelve (12) consecutive months of service with the County shall be paid upon separation for any accrued, unused vacation to which they are entitled.

SECTION IV

Members of the bargaining unit who have at least fifteen (15) years of continuous service may receive pay-in-lieu of no more than eighty (80) hours vacation annually. Any such pay for vacation shall be at the straight time rate; and shall be uniformly applied in any calendar year to all deputies making the request for the benefit. Provided, however, that to receive such pay, the request therefore must be made in writing to the Constable on or before May 31st of the calendar year prior to the year the benefit is to be paid and included in the budgetary request to the Commissioners' Court and approved and budgeted.

SECTION V

In compliance with the Family Medical Leave Act of 1993, in documented cases of hospitalization, serious illness or other unexpected emergency, a member of the bargaining unit who has commenced his/her vacation may submit a request to the Constable for the rescheduling of the affected vacation time. The granting of such request shall not be unreasonably withheld.

SECTION VI

The Constable shall be responsible for scheduling vacations.

SECTION VII

Any unused vacation shall be carried forward in whole or in part to the following calendar year; except that any vacation carried over must be taken by March 15 of the following year. Reasonable accommodation must be given to Deputies so that such vacation carried over may be used prior to March 15th. Members of the bargaining unit who carry vacation forward, but who terminate employment with the County prior to March 15 shall not receive payment for any unused vacation time carried forward that remains at the time of termination. Employees will not receive payment for vacation carried forward.

ARTICLE 19

Holidays

SECTION I

For purposes of this article one holiday is equal to eight (8) hours. Deputies shall receive the same holidays that all other County employees are provided by the County.

Based on the current holiday schedule provided the County and depending on the particular day of the week upon which Christmas occurs, the day after Christmas may sometimes be designated as the holiday in lieu of Christmas Eve.

SECTION II

If a holiday falls on a Deputy's regular day off, the County shall pay the Deputy eight (8) hours at straight time, in addition to the Deputy's regular pay. If a Deputy works a holiday, the Deputy shall be paid for eight (8) hours at time and one-half, in addition to the Deputy's regular pay.

SECTION III

In order to receive pay for a holiday, a bargaining unit member must work (if scheduled) the working day before and after the holiday. In the event of illness on either the day before or after the holiday, the bargaining unit member must provide a doctor's excuse for the day(s) absent in order to receive pay for the holiday.

ARTICLE 20 Sick Leave

Members of the bargaining unit shall be allowed sick leave with full pay in accordance with the following provisions:

SECTION I

Four (4) hours of sick leave shall be accumulated per pay period. Maximum hours that may be accumulated is fourteen-hundred forty (1440). Sick leave pay shall be at the regular rate of pay.

SECTION II

Sick leave accrual starts with the date of employment, but sick leave may not be used until the member of the bargaining unit completes ninety (90) calendar days service with the County. Sick leave does not accrue while using sick leave, and only that sick leave that has been accrued prior to the time of illness may be used.

SECTION III

Sick leave may be used for absence from duty because of personal illness, pregnancy, legal quarantine or illness in the immediate family or for any reason covered under the Family and

Medical Leave Act. Immediate family for the purpose of this subsection shall include spouse, parent, guardian or dependent child.

SECTION IV

The Constable may request and obtain verification of the circumstances surrounding any use of sick leave, and documentation of all sick leave shall be provided to the Auditor's office by the Constable. Failure to provide appropriate documentation for the use of sick leave may result in disciplinary action. While out on sick leave, a deputy must maintain regular contact with the appropriate supervisor. Sick leave benefits are contingent upon maintenance of regular contact.

SECTION V

Sick leave may be used for elective surgery only when the procedure is recognized as an allowable, reimbursable expense under the County's Health Insurance Plan.

SECTION VI

Members of the bargaining unit hired prior to October 1, 2002, with at least eight (8) years of continuous service who terminates employment may receive payment for one-half of their unused, accrued sick leave up to a maximum of seven-hundred twenty (720) hours. Members of the bargaining unit hired after October 1, 2002, with at least eight (8) years of continuous service who terminate employment may receive payment for 10% of their unused, accrued sick leave. However, any member of the bargaining unit who is re-employed by the County and who was previously paid for terminal sick leave shall not be entitled to any pay for sick leave upon his/her subsequent termination of employment.

SECTION VII

Funeral Leave.

In the event that a Deputy suffers a death in the family, the Deputy may take up to three (3) work days off with pay. The word "family" shall include spouse, child, parent, guardian, brother, sister, grandfather, grandmother or grandchild of the deputy, or of the deputy's spouse.

SECTION VIII

Deputies who complete one (1) calendar year of service without using any sick leave during such year shall be granted one (1) day of vacation time in addition to the amount of vacation time that the Deputy is entitled to under ARTICLE 18 of this Agreement.

SECTION IX

Personal Leave.

Subject to the approval of the Supervisor, deputies may be granted personal time off with pay for a period not to exceed two (2) days (16 hours). These sixteen (16) hours are to be used for

non-medical appointments, such as, parent-teacher conferences, personal business that deputies are unable to conduct during normal working hours because of work schedules or events such as school plays, etc., and time off to vote. Deputies must schedule personal time off at least twenty-four (24) hours in advance. Personal leave does not accrue from year to year and unused personal leave will not be paid upon separation from the County. Personal leave will not be counted as hours worked for the purposes of calculating overtime. Personal leave may not be used until the employee successfully completes ninety (90) calendar days of employment. Each deputy shall be credited with 16 hours of Personal Leave each January 1 or upon employment.

ARTICLE 21

Worker's Compensation

SECTION I

A deputy who is injured on the job shall receive medical benefits, temporary income benefits, and Workers' Compensation leave as prescribed by the Texas Workers' Compensation Act (TWCA) and Article 3, Section 52e, of the Texas Constitution. If the deputy remains incapacitated and/or in need of medical treatment after benefits available under Texas Constitution Article 3, Section 52e have been exhausted, the deputy will be entitled to medical and temporary income benefits, if any, available under the TWCA and the Jefferson County Workers' Compensation Policy as then in effect.

SECTION II

Workers' Compensation leave taken in accordance with Section I of this Article will not be charged against the deputy's other available leave accounts (sick leave, vacation leave, etc.) However, if a deputy's entitlement to Workers' Compensation leave under Article 3, Section 52e of the Texas Constitution is exhausted, and the deputy is receiving temporary income benefits under the TWCA and Jefferson County policy, the deputy may use other available leave to supplement temporary income benefits to provide for the deputy's full salary. The County may elect to count the deputy's use of Workers' Compensation leave to satisfy its leave obligations under the FMLA.

SECTION III

If a deputy has exhausted all Workers' Compensation benefits available under this Article and other law, the Commissioner's Court may, but is not required, to extend supplemental benefits to the deputy if desired.

ARTICLE 22

Leave of Absence

SECTION I

After a deputy's sick leave and all other available accrued leave have been exhausted and the deputy has been absent for eighty (80) hours without pay, the Constable shall recommend to the Commissioner's Court for approval to:

- A. Dismiss the deputy; or
- B. Place the deputy upon leave of absence without pay or benefits for a period of time not to exceed three (3) calendar months.

SECTION II

A leave of absence without pay may be granted at the discretion of the Constable, but not to exceed ten (10) calendar days per year. Additional days may be granted at the discretion of the Commissioner's Court.

SECTION III

No vacation, sick leave or credit for retirement service shall accrue while a deputy is on leave of absence without pay, for any reason.

SECTION IV

A deputy shall exhaust all other available forms of accrued leave before any unpaid leave can be granted.

ARTICLE 23

Military Leave

1. Leave with full pay shall be granted for Reserve Training or National Guard duty for a period of up to one hundred and twenty (120) hours per year. The deputy should notify the Auditor's Office in writing of such dates of service. Where the necessity for military leave is foreseeable, a deputy must provide at least thirty (30) calendar days' notice of intention to take military leave. When need for military leave is unforeseeable, notice as soon as practicable is required.

2. A Department Head/Elected Official must reschedule an affected deputy's work schedule, if at all possible, to avoid conflicts between work and Reserve or National Guard duty to ensure that the employee works a full week.

3. Deputies having a minimum of one (1) year of service, ordered to: 1) active military conflict duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government, shall be entitled to the following:

- A. Compensation

If the military pay is less than their base salary, the County pays the difference for a period not to exceed five (5) years. Military pay consists of base pay, plus allowance for longevity, subsistence, quarters, and dependents, plus pay for sea, flight, foreign, and hazardous pay. Military pay does not include reimbursement for travel expense. When military pay exceeds the employee's County pay, there will be no additional pay from the County.

To receive supplemental pay from the County, the deputy must furnish a certified statement of the military pay and allowances for the time off. The deputy must either: 1) endorse and forward his/her military paycheck to the County Auditor or 2) through any other method approved by the County Auditor. If the deputy fails to turn in the military pay or fails to adhere to the agreed upon method, he/she will not receive payments from the County.

B. Benefits

During the military leave, there is no accrual of sick leave, injury leave, or vacation. While vacation, injury leave and sick leave do not accrue for deputies on military leave, military leave does count towards longevity of employment for purposes of vacation and sick leave entitlement.

Time while on military leave is also counted as service credit in determining the eligibility for those benefits that are dependent upon length of service such as retirement, days off (Sheriff's Department), and shift assignments.

During the period of military leave, deputies shall be extended the option of continuing dependent insurance coverage under the County Health and Life Insurance Programs, with the employer contribution paid by the County and the employee contribution paid by the deputy. The County Health and Life Insurance Programs contain exclusions for acts of war. Deputies who are called to: 1) active military duty during a conflict; 2) state active military service; 3) service supporting the Department of Emergency Management operations; 4) service supporting the Department of Homeland Security or 5) any other official activity as required by State or Federal Government should consult with the Insurance and Risk Management Department if they have questions about the advantages of continuing the County Health and Life Insurance coverage during periods of military leave. If the deputy discontinues coverage for dependents, he/she may re-enroll dependents consistent with the guidelines and benefits for the existing medical plan document.

The deputy must also contact the Payroll Department to continue or discontinue other deductions he/she might have.

Upon their return, such deputy will be restored to their former position, or to a position of like seniority, status and pay in accordance with the Uniformed Services Employment and Re-employment Rights Act of 1994.

ARTICLE 24 **Jury Duty**

Deputies may be granted leave with pay when required by court order to attend a court either as a prospective juror, juror or witness. Deputies shall return to work during the time not retained by the court. Court duty that is a result of an action taken by the employee which is unrelated to their employment with the County or that will personally affect him/her shall not be entitled to regular pay. In these instances, the employee will be required to use vacation, personal leave, or leave without pay.

ARTICLE 25

Disciplinary Actions

The purpose of this Article is to establish a procedure for the fair, expeditious and orderly adjustment of disciplinary actions taken by the Constable. For the purposes of this Article, "Discipline" means a suspension without pay or termination.

Officer Exclusions and Special Provisions

All deputies, including chief deputies, shall serve an initial probationary period of one year from the date of employment.

Any probationary deputy shall have benefit of all wages, hours and terms and conditions set forth in this Agreement, except that such deputy shall be excluded from coverage herein under Article 25, "Disciplinary Actions", specifically, the Constable may terminate a probationary deputy with or without cause, and no probationary deputy may appeal his or her termination pursuant to Article 25.

SECTION II

Upon notification of a complaint filed by any person, or initiated by the Constable due to job performance, the Constable shall thoroughly investigate within a reasonable period of time consistent with the nature of the complaint being investigated.

SECTION III

Upon completion of any investigation, the Constable shall determine the disciplinary action to be taken against the affected deputy. The decision of the Constable shall be based upon whether or not just cause exists for the discipline. For the purposes of this Section, the term "just cause" means that the disciplinary action of the Constable's Office was reasonable in light of all circumstances; or was done for good and sufficient reasons.

SECTION IV

APPEAL PROCESS

If the affected deputy desires to appeal the disciplinary decision of the Constable, the following steps must be taken.

STEP 1

Within seven (7) calendar days of the disciplinary action, the affected deputy must, in writing, inform the Association and Jefferson County Human Resources of his or her intent to submit his or her disciplinary matter to an informal meeting to discuss whether the Constable had “just cause” for the disciplinary action. The written request must state why the deputy believes the disciplinary action was “unjust”. The informal meeting between the affected deputy, the President of the Association, a representative of the Association membership not associated with the matter and not from the same Precinct, and a representative of Human Resources must take place within five (5) calendar days of the written appeal by the affected deputy. A Constable of another precinct not associated with the matter may also be part of the informal meeting.

Within three (3) calendar days after the informal meeting, the Association President will respond to the affected deputy in writing of the conclusion (s) or recommendation(s) of the informal meeting. At any time during the appeal process, the Constable who initiated the discipline may withdraw it or amend it to the affected deputy’s favor. The affected deputy may agree to informally resolve the dispute or move to Step 2.

STEP 2

Within five (5) calendar days after the affected deputy received notification from the President of the Association regarding the conclusion (s) or recommendation(s) of the informal meeting, the affected deputy must, in writing, inform the President of the Association with a copy to the Jefferson County Human Resources of his or her invoking his or her right to non-binding mediation with the Jefferson County Dispute Resolution Center. Non-binding mediation is to be conducted within twenty (20) calendar days of the affected deputy’s request for non-binding mediation. The purpose of non-binding mediation is to assist with dispute resolution. If no mutually-agreeable resolution has been accomplished for disposing of the dispute, the affected deputy may move to Step 3 for any unresolved discipline as defined in Article 25, Section 1.

STEP 3

Within fourteen (14) calendar days from the date of non-binding mediation’s conclusion, the Deputy may invoke his right to binding arbitration of discipline pursuant to the rules of the American Arbitration Association by submitting the request for arbitration in writing to the civil department for Jefferson County at facsimile 409-784-5893 or hand delivery to the Jefferson County Criminal District Attorney’s Office, ATTN: Civil Department, 1085 Pearl Street, 3rd Floor, Beaumont, Texas 77701. The time limitations set forth in this section is to be strictly construed and the parties agree that the “mailbox rule” is not applicable to this section.

Failure to adhere to any time limits in this Section may be pled in bar to either arbitration or any legal action.

ARTICLE 26

Insurance

SECTION I

The County agrees to provide health, dental and term life insurance under the County's Group Insurance Plan at the same specifications provided to all other County employees. The premium for bargaining unit members shall be paid entirely by the Employer.

SECTION II

At the option of a bargaining unit member, qualified dependents may also be insured under the Group Plan. A member of the bargaining unit shall pay one-half of the additional premium for the claims portion of dependent coverage. However, in the event that the dependent matching ratio for non-bargaining unit employees is changed to some ratio other than a half-match the dependent matching ratio for bargaining unit employees shall automatically be set at the same ratio as is applicable to non-bargaining unit employees, unless otherwise agreed upon by the parties.

SECTION III

Jefferson County is self-insured for liability exposure under the Texas Torts Claim Act. Operation and Insurance coverage regarding county vehicles is governed by the Jefferson County Policies and Procedures Section 6.3.

ARTICLE 27

Miscellaneous Provisions

SECTION I

The County shall reimburse any deputy for personal items stolen or damaged as a result of a work-related incident up to a maximum amount of \$500.00 per occurrence; provided that the Constable has approved the personal item as necessary and work related; provided the deputy files a written report of the incident within twenty-four (24) hours of the occurrence; provided that the subject property of the loss was not of the type provided by the County for the deputy's work; provided that the loss or damage was not due to the negligence of the deputy; and provided further that the deputy provides documentation acceptable to the County of the value of the item or cost of repair, if repairable, within thirty (30) calendar days of the occurrence. The County may, at its option, replace the item with an item of comparable worth and quality.

Excluded from this provision are any items that are prohibited by the Constable for use on the job, or any non-essential item that is used exclusively for the comfort or enjoyment of the Deputy that does not aid in the furtherance of the job duties.

SECTION II

Deputies may at any time review their personnel files consistent with the provisions of VTCS Article 6252-17, Section 3. Said review of personnel files shall take place during the regular business hours of the custodian of personnel records in the Department; and shall be under the supervision of the custodian of personnel records.

SECTION III

Deputies shall only perform bargaining unit work; specifically, that work which is normally and customarily related to the performance of duties. The County shall not request or order any deputy to perform non-bargaining unit work.

SECTION IV

Members of the bargaining unit shall have the following political rights:

A. Members of the bargaining unit shall be permitted to take an active part in any political campaign so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

B. Members of the bargaining unit shall not be required to contribute to any political fund or render any political service to any person or political party. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for making a political contribution or rendering political service to any person or political party; or by refusing to do so.

C. Members of the bargaining unit retain their constitutional right to support any candidate or measure of their choice. No member shall be terminated, reduced in classification or salary, or otherwise adversely affected solely for supporting or refusing to support any candidate or measure.

D. Members of the bargaining unit retain their constitutional right to demonstrate in public so long as they are (1) not in uniform; (2) not displaying any badge, insignia or equipment of the Constable's Office; or (3) not on duty.

SECTION V

A. All county personnel policies are located on the County's Website. The Constable shall provide the Constable's Office operations manual and rules and regulations.

B. The Association shall provide a copy of this Agreement to each member.

SECTION VI

Any bargaining unit member may be required to live within a fifty (50) mile radius of the Jefferson County Courthouse; however, residency within Jefferson County shall not be mandatory.

ARTICLE 28

RESERVE DEPUTY CONSTABLES

This article is to explain the extent of the reserve constables program for the mutual understanding of the parties.

The parties desire to express in written terms the extent to which the reserve constable's program will not affect members of the bargaining unit of the Constable's office or their rights under the collective bargaining agreement.

A. The Constable's Reserve Deputy Program is not designed to perform or replace the duties of a deputy constable. No reserve deputy constable will ever replace a deputy constable.

B. The Precincts Reserve Deputy Constables will be used only in emergency situations.

C. A Constable will hold no more than two (2) Reserve Deputy Constable positions (licenses) per his or her Precinct.

D. The Reserve Deputies are required to keep up the continuing education credits to maintain their licenses under TCOLE rules and under the Rules and Regulations of the Constable's office. All future reserve deputy constables will have to abide by the same rules and regulations.

ARTICLE 29 **Closing Statements**

SECTION I

Savings Clause.

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION II

Full and Final Scope of the Agreement.

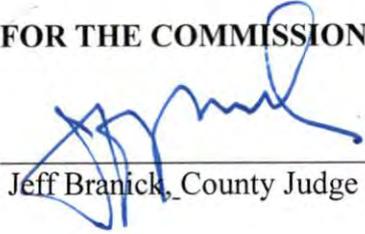
The parties agree that each has had the full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of collective bargaining. Subject to the Maintenance of Standards clause (Article 11), the above and foregoing Agreement constitutes the full and complete Agreement of the parties and there are no others, oral or written, except as herein contained. Subject to the Maintenance of Standards clause (Article 11), each party for the term of this Agreement specifically waives the right to demand or petition for changes herein, whether or not the subjects were known to the parties at the time of execution hereof as proper subjects for collective bargaining.

SECTION III

Approval.

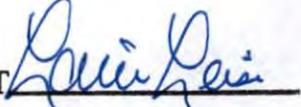
This Agreement was approved by the Jefferson County Commissioner's Court at a regular meeting held on the 20th day of September, 2022 and has been approved by the Constables by their signatures being affixed hereto, and has been ratified by the Jefferson County Deputy Constable's Association on the 20th day of September, 2022.

FOR THE COMMISSIONER'S COURT:



Jeff Branick, County Judge



ATTEST 
DATE 9-20-2022

FOR THE CONSTABLE:



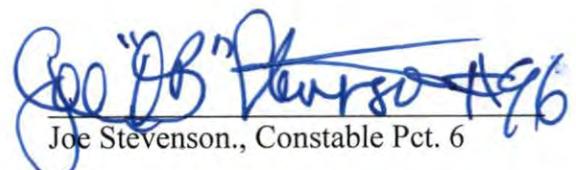
Jevonne Pollard, Constable Pct. 1



Christopher Bates, Constable Pct. 2



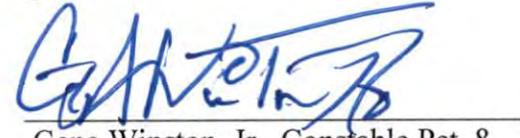
Charles B. Werner, Constable Pct. 4



Joe Stevenson., Constable Pct. 6



Robert Adams, Jr. Constable Pct. 7



Gene Winston, Jr., Constable Pct. 8

FOR THE ASSOCIATION:



Roderyck Daniels, President

ATTACHMENT 1
Arbitration

A. If a grievance is submitted to final, binding arbitration by the parties, the Constable and/or County and the Association shall attempt to agree within five (5) calendar days upon an arbitrator. For this purpose, the parties may agree in writing to utilize one or more arbitrators for a specified period of time. In the event that an arbitrator is not selected by the parties within five (5) calendar days, a list of seven (7) qualified neutrals shall be requested jointly by the parties from the American Arbitration Association (AAA); or may be requested by one of the parties. Within five (5) working days from receipt of the list, the parties shall alternately strike names on the list and remaining name shall be the arbitrator.

B. The conduct of the hearing shall be governed by the standard rules of the American Arbitration Association. The parties, by mutual agreement, may request that the hearing be held in accordance with the AAA Expedited Labor Arbitration Rules.

C. The Arbitrator shall not have the power to add to, amend, modify, or subtract from the provisions of this Agreement in arriving at his decision on the issue or issues presented and shall confine his decision to the interpretation of this Agreement. The Arbitrator's decision shall be final and binding upon the County, the Constable and the Association.

D. The Constable and/or County shall bear the expense of any witnesses called by the County. The Association shall bear the expense of any witnesses called by the Association, except that employees of the County who are called as witnesses for either side shall not be penalized for attendance at a hearing while on duty. The Constable and/or County and the Association shall share equally the fees and expenses of the arbitrator.

E. Notwithstanding any other provision in this agreement, a determination by the County that results in a reduction in the number of authorized, full-time paid deputy constable positions is not subject to arbitration and an arbitrator shall have no jurisdiction to render a decision increasing the number of authorized and budgeted deputy constable positions. The Arbitrator lacks jurisdiction on any issue wherein the Arbitrator changes or limits the budgetary power of the Jefferson County Commissioners' Court.

2022 AMENDED AGREEMENT

This Amended Agreement ("Agreement") is entered into by and between the **Jefferson County (County)**, and **Tim Richardson ("Consultant")**. This agreement is intended to replace the agreement previously executed between the parties and, upon execution of this agreement, the previous agreement is declared null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Consultant agree as follows:

I. SCOPE OF AGREEMENT

This Agreement shall cover the rights, duties and obligations of the parties hereto with regard to consulting work related to County activities associated with seeking BP *Deepwater Horizon* (DWH) restoration funding for a variety of purposes determined by the County including environmental infrastructure improvements.

II. RESPONSIBILITIES OF THE PARTIES

Consultant shall:

- Assist County with organizing and coordinating the County's approach to developing a priority project list for which DWH restoration funds, GOMESA funds and Congressional Supplemental bills (hurricanes and any others) will be sought;
- Identify key federal and state DWH restoration officials, non-profit, corporate, stakeholder, and other audiences, including specific people/contacts at each, that need to be informed about the County's restoration goals and priorities, and communicate with them on an ongoing basis, including making introductions for the County officials so that they can establish relationships with these entities;
- Draft a strategy and timeline for communicating with these groups for the County's review to ensure that the County's efforts are comprehensive and coordinated;
- Draft a strategy for Congressional outreach, including specific Representatives and staff that need to be briefed;
- Take the lead with preparation of materials for these groups;
- Help in drafting a strategy for the County to be recognized for environmental restoration leadership among Gulf of Mexico states, counties and cities;
- Evaluate and pursue government and private foundation grant funding opportunities consistent with County approved objectives;
- Serve as the "eyes and ears" of the County in Washington, D.C. and Austin, Texas with regard to updates on progress on the BP settlement, and development and

implementation of DWH restoration, alerting the County to any specific actions that need to be taken to ensure that its interests are represented.

B. The County shall:

1. Provide overall project direction and day-to-day coordination/clarification about the County's goals and objectives in DWH restoration.

III. PERSONNEL

A. All of the work performed under this Agreement shall be performed by Tim Richardson. If for any reason Tim Richardson becomes unable to provide his expertise, the County reserves the right to immediately terminate this Agreement unless Consultant provides a suitable replacement, agreed upon by the parties in writing.

B. Consultant is solely responsible for all employee-related salary and applicable benefits to Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and Consultant's personnel in connection with this Agreement.

IV. TERM OF AGREEMENT AND TERMINATION

A. This Agreement shall begin October 1, 2022 and expire on September 30, 2023 unless earlier terminated in accordance with Section B. or C. below or by mutual agreement.

B. This Agreement may be terminated by any party upon fifteen (15) days advance written notice in the event of: (i) a material breach of this Agreement by any party; (ii) fraud by any party; (iii) insolvency, bankruptcy, reorganization or receivership of one of the parties; (iv) breach of fiduciary duties by any of parties; (v) the County's dissatisfaction with the quality of the Project; (vi) Consultant's failure to complete the Project in a timely manner; or (vii) gross or willful negligence, persistent or prolonged neglect or misconduct by the other party.

C. If the County is dissatisfied with any of the services rendered under this Agreement, it may notify Consultant and provide Consultant a reasonable time within which to remedy any unsatisfactory performance of services or it may terminate this Agreement pursuant to Section B above.

D. Any party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other parties. Any terms of this Agreement that extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns.

E. Upon termination of this Agreement, Consultant shall immediately, within seven days, deliver all work performed pursuant to this Agreement to the County (including documents provided to Consultant by the County and any work in progress, such as notes, drafts and sketches) and shall, upon the County's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by the County, Consultant shall, after termination, cooperate on a time and materials basis with the County in it's or another's efforts on the County's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

V. COMPENSATION/TERMS OF PAYMENT

A. During the term of this Agreement the County shall pay Consultant \$108,000 annually at \$9,000 per month which payments will be made upon receipt of a monthly invoice.

B. All payments to sub-contractors used by the Consultant shall be the responsibility of the Consultant, unless otherwise agreed to in advance by the County.

C. If the Agreement is terminated pursuant to Paragraph IV above, Consultant shall be paid on a pro rata basis for satisfactory services rendered to the date of termination.

D. The County shall not be liable for any federal, state or local taxes, social security payments, sick pay, vacation pay, severance pay, bonuses or other social or welfare payments to Consultant. The County's liability to Consultant is limited to the dollar amounts set forth in Section A and for reasonable expenses incurred by Consultant as set forth in Section B and D. In no case shall the County be liable for the other costs or damages that may result from Consultant's normal course of doing business.

E. All routine travel expenses shall be paid for by Consultant with an understanding that any extraordinary travel requested and pre-approved in advance by the County and shall be coach, 14 day advance purchase, unless agreed to otherwise, in writing (email is an acceptable communication), by the County.

F. All invoices for fees/expenses to be paid by the County pursuant to this Agreement must be received by the County within thirty (30) days from the date the fee / expense is incurred. Any invoice received from Consultant more than thirty (30) days after termination or expiration of this Agreement will not be paid.

- G. In the event of a dispute over the terms of this Agreement, including the provision of satisfactory services by Consultant, the County reserves the right to withhold payment of monies owed until the dispute is resolved.

VI. OWNERSHIP OF MATERIALS AND RESULTS

A. All materials provided to the County and all work performed under this Agreement, either by Consultant or by any sub-contractor hereunder, shall remain the property of the County. However, County shall grant full authority to Consultant to use all specific non-proprietary, non-confidential materials produced for any purpose, without prior approval.

B. Joint Copyright Ownership

1. It is understood and agreed that the County has the right to use or not use the Work Product and to use, assign to a third party, reproduce, re-use, alter, modify, edit, or change the Work Product as it sees fit and for any purpose, and that the Work Product shall not be returned except for pre-existing copyrighted or proprietary materials used by Consultant as a tool to develop the Work Product.

2. County and Consultant shall have joint rights, title and interests in the Work Product, as well as any license to use, sell, exploit, copy, or further develop such Work Product.

3. Consultant represents and warrants that the Work Product shall be original, and shall not infringe on the rights of any other person or party. In the event of a breach of this representation and warranty, Consultant shall immediately return to the County all monies received under this Agreement and shall be liable for any consequential damages resulting therefrom. The County and Consultant shall jointly retain all right, title and ownership in and to all work, including without limitation to all copyright, patent, trade secret and other intellectual property rights pertaining thereto, including but not limited to, the complete right to modify text, print, publish, copy, distribute, transfer, display and prepare derivative works based upon work prepared under this Agreement.

VII. AUTHORIZED CONTACTS

The following County employees are authorized contacts under this Agreement:

Jeff Branick, Judge, Jefferson County; jbranick@co.jefferson.tx.us ; office: 409-835-8466.

Tim Richardson, consultant, trpr51@gmail.com, office/mobile 202-352-1269.

VIII. NONDISCLOSURE OF PROPRIETARY INFORMATION

During the course of the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, lists, corporate or facility data regarding the County's legal strategies, policy goals and objectives, various plans for future development and any other development, and any other information of a similar nature pertaining to the County. Consultant hereby expressly covenants and agrees that, anytime during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of the County, as applicable. This section shall survive termination of this Agreement.

IX. TAXES

It is understood and agreed that Consultant is an independent contractor, not an employee. Any compensation, therefore, will not be subject to withholding of either income taxes or Social Security taxes. It is understood that in the event that such payments should be deemed taxable, Consultant shall be solely responsible for the payment of those taxes; and Consultant shall indemnify the County against any claims for taxes or other payroll deductions, including penalties, provided the County promptly notify Consultant of any such claim.

X. TRANSFER OF INTEREST

Neither this Agreement, nor any of the rights and obligations stated herein or resulting therefrom, may be assigned, transferred or otherwise disposed of by Consultant without the prior written consent the County.

XI. NOTICE

Any legal notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type delivery service, or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

a) If to the County, to:
 Honorable Jeff Branick
 Jefferson County
 County Court House
 1149 Pearl Street
 Beaumont, Texas 77701

b) If to Consultant, to:

Tim Richardson
6707 Old Stage Road
Rockville, MD 20852

A. Consultant agrees to indemnify, defend, and hold harmless the County, its officers, directors, employees, volunteers, agents, successors, and assigns, from any and all liability, losses, claims, demands, suits, costs, expenses and damages, including the cost of defense, investigation and reasonable attorneys' fees, of whatever nature and description, arising from or in connection with Consultant's breach of this Agreement or Consultant's negligence or willful misconduct, or a third-party claim arising out of Consultant's performance under this Agreement.

B. Consultant shall indemnify and hold the County harmless from any proceedings or claims asserted against the County resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by the County or from matters with respect to which Consultant has advised the County, in writing, of the legal risks involved and the County, by their specific written approval, have assumed the risks thereof, in which cases the County shall so indemnify Consultant.

C. This section shall survive termination of this Agreement.

XII. GOVERNING LAW / VENUE

This Agreement shall be exclusively governed by and pursuant to the laws of the State of Texas. Any and all suits or claims by either party shall be brought exclusively in the State of Texas.

XIII. AGENCY

The parties agree that this Agreement is not intended to create any agency, subcontractor, or employer-employee relationship of any kind between the County and Consultant, or between the County and any other party with whom Consultant has contracted regarding this Agreement. The parties agree not to contract any obligation in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to

represent that the County is in the business of providing the products and/or services provided by Consultant.

XIV. ENTIRE AGREEMENT / SEVERABILITY

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior understandings and writings, and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XV. WAIVER

The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an instrument in writing signed by both parties.

XVI. EQUAL OPPORTUNITY

The County acknowledges that it is an Equal Employment Opportunity Employer, M/F/D/V. Consultant agrees that he is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973 and other federal and state anti-discrimination laws.

XVII. MISCELLANEOUS

A. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience and are not to be construed as part of or in interpreting this Agreement.

B. During the term of this Agreement, upon reasonable notice and during regular business hours, the County shall have the right to audit all books and records of Consultant relating to the amounts payable by either party under this Agreement.

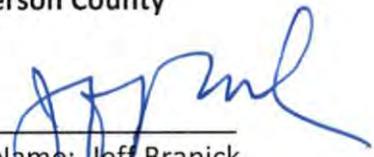
C. None of the Parties shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or threats of terrorism, riots, civil disorder, rebellions, epidemics, governmental travel

advisories, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

D. All attachments to this Agreement are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Jefferson County

By 
Name: Jeff Branick
Title: Judge
EIN _____

Date 10-11-2022

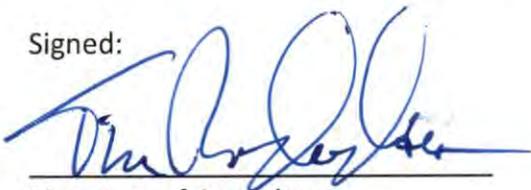
Tim Richardson, Consultant

By 
Name: Tim Richardson
EIN 370-60-3504

Date 10/13/22

I, Tim Richardson, Consultant, certify that, to the best of my knowledge, there is no conflict of interest between the issues/services that I provide for other clients and the County.

Signed:


Signature of Consultant

10/13/22
Date