

Notice of Meeting and Agenda
November 01, 2022

Special, 11/1/2022 10:30:00 AM

BE IT REMEMBERED that on November 01, 2022, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Darrell Bush, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Absent

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donte Miller

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
November 01, 2022**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **01st** day of **November 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 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting. The following options are available: View live with audio from the County Webpage:

https://co.jefferson.tx.us/comm_crt/commlink.htm Listen to audio by calling 346-248-7799 Meeting ID: 917 160 6532# Participant ID: # The court will also have a question and answer session at the end of the meeting. If you would like to ask any questions of the Court, please be on the phone call. The Court will give a question and answer session at the end of the

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meeting as time allows. You will be called upon by your last 4 digits of your phone number. If you do not have any questions, you can pass. Please be mindful that the audio portion of this meeting will be of better quality from the website.

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

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PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 22-064/MR) Development Proposal for Multi-Sports Training Facility Located at Ford Park.

SEE ATTACHMENTS ON PAGES 12 - 79

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

- (b). Consider and approve specifications for Request for Proposal (RFP 22-066/MR) Renewable Energy Generating Facility Located in Jefferson County.

NO ATTACHMENTS

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

- (c). Consider and approve, execute, receive and file a renewal for (RFP 18-049/YS) Security Services and Personnel for Jefferson County for a third one (1) year renewal with Allied Universal Security Services from December 30, 2022 to December 29, 2023.

SEE ATTACHMENT PAGE 129

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

- (d). Consider and approve renewal for (IFB 18-052/YS) Term Contract for Catalog Pricing for Janitorial Supplies for Jefferson County for a fourth one (1) year renewal with The Home Depot Pro, Interboro Packaging Corp., Unipak Corp., Certified Laboratories, Sanitary Supply, ICS Jail Supplies, Inc., Auto-Chlor Services, LLC and Matera Paper from November 15, 2022 to November 14, 2023.

NO ATTACHMENTS

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

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- (e). Consider and approve, execute, receive and file Amendment No. 6 for (RFP 18-034/YS) Janitorial Services for Jefferson County with Southeast Texas Building Service, Inc.. This amendment will add service for Jefferson County Precinct #4 Service Center, located at 7780 Boyt Rd., Beaumont, TX 77713 at a rate of \$1,560.00 per month for service (3) days per week.

SEE ATTACHMENTS ON PAGES 80 - 81

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

- (f). Execute, receive and file a Letter of Authorization with Harris Recording Solutions-Aumentum Recorder or HRS for the Extract of Court Data for Jefferson County in the amount of \$4,500.00. This is additional Court document data downloaded into the Tyler Technologies System from the original LOA approved on March 29, 2022.

SEE ATTACHMENTS ON PAGES 82 - 83

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

- (g). Consider and possibly approve the purchase of Artic Wolf Cyber Security Software from CDW-G in the amount of \$61,936.17 in accordance with OMNIA ESCR4 R210401 Tech Solution Products/Services Contract.

SEE ATTACHMENTS ON PAGES 84 - 86

Action: TABLED

- (h). Consider and approve, execute, receive and file (Agreement 22-070/DC) with Artic Wolf and Jefferson County for Management of the Cyber Security Solutions. Cost for this Agreement is included in the software purchased from CDW-G in accordance with OMNIA ESCR4 R210401 Tech Solution Products/Services Contract.

SEE ATTACHMENTS ON PAGES 87 - 99

Action: TABLED

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- (i). Consider and approve, execute, receive and file (Agreement 22-069/JW) with Thomson Reuters (Westlaw) and Jefferson County for West Complete Library (Law Books and CDs) subscription for the District Attorney's office. The monthly cost for this two-year agreement will be \$786.87 for the first year; and \$849.82 for the second year.

SEE ATTACHMENTS ON PAGES 100 - 104

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

COUNTY AUDITOR:

- (a). Consider and approve Jefferson County Internal Ethics and Compliance Program. This program satisfies a requirement of our traffic safety grant with TXDOT. Title 43 of the Texas Administrative Code requires specific state and federal fund recipients to adopt and enforce an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code Section 10.51.

SEE ATTACHMENTS ON PAGES 105 - 108

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

- (b). Regular County Bills – check #500314 through check #500528.

SEE ATTACHMENTS ON PAGES 109 - 117

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

ADDENDUMS:

- (c). Consider and approve FY 2023 budget transfer– Health & Welfare 1 & 2 – additional cost for computers.

SEE ATTACHMENTS ON PAGES 118 - 118

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120-5074-441-6002	COMPUTER EQUIPMENT	\$203.00	
120-5074-441-3078	OFFICE SUPPLIES		\$203.00
120-5075-441-6002	COMPUTER EQUIPMENT	\$203.00	
120-5075-441-3078	OFFICE SUPPLIES		\$203.00

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

- (d).Consider and approve FY 2023 budget transfer– Service Center – replacement of heating/cooling unit.

SEE ATTACHMENTS ON PAGES 119 - 119

120-8095-417-6014	BUILDINGS AND STRUCTURES	\$7,200.00	
120-8095-417-4009	BUILDINGS AND GROUNDS		\$7,200.00

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

- (e).Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for November insurance reimbursement.

NO ATTACHMENTS

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

COUNTY COMMISSIONERS:

- (a).Consider and possibly approve a Resolution recognizing Loma George for her 31 years and 3 months of service to the Jefferson County Judge's Office and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 120 - 120

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

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- (b).Conduct a Public Hearing regarding approval of a Property Tax Agreement between Jefferson County and Arkema for Project Strawberry property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

Action: TABLED

- (c).Consider, possibly approve authorize County Judge to execute, receive and file a Property Tax Agreement between Jefferson County and Arkema for Project Strawberry property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

Action: TABLED

- (d).Consider and possibly approve an Order designating the Arkema Project Strawberry property the Beaumont, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 121 - 124

Action: TABLED

- (e).Receive and file executed Local Government Officer Conflicts Disclosure Statement of Judge Jeff R. Branick pursuant to Chapter 176, Local Government Code.

SEE ATTACHMENTS ON PAGES 125 - 126

Motion by: Pierce

Second by: Bush

In Favor: Branick, Pierce, Bush, Sinegal

Action: APPROVED

- (f).Conduct a Public Hearing regarding action by the Commissioners Court concerning the creation of a Jefferson County health care provider participation program pursuant to Chapter 300 of the Texas Health & Safety Code.

Clerk's Notes: Judge Branick opened the floor for public hearing. Justin Flores with Alulta Health Care Ventures spoke in favor. Being no other comments, the public hearing was closed.

NO ATTACHMENTS

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

- (h). Consider, possibly approve and authorize the County Judge to execute the necessary documents to establish and fund the Jefferson County Health Care Provider Participation Program pursuant to Chapter 300 of the Texas Health & Safety Code.

SEE ATTACHMENTS ON PAGES 130 - 141

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

- (g). Conduct a Public Hearing pursuant to Chapter 300 of the Texas Health & Safety Code to discuss the amount of the mandatory provider participation payments for the Jefferson County Health Care Provider participation program and how the revenue derived from those payments is to be spent.

Clerk's Notes: Judge Branick opened the floor for public hearing. Justin Flores spoke in favor. Being no comments, the hearing was closed.

NO ATTACHMENTS

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

- (i). Consider and possibly approve County Judge to sign settlement and release agreement with Symmetry for winter storm claim at Ford Park.

NO ATTACHMENTS

Action: TABLED

ENGINEERING DEPARTMENT:

ADDENDUMS:

- (a). Execute, receive and file Easement Agreement with Mobil Pipe Line Company to purchase easement from Jefferson County out of deeds recorded in Official Public Records, Doc No: 2000004838; for Tract Numbers: BCP-JE-040.000 and BCP-JE-040.300

SEE ATTACHMENTS ON PAGES 142 - 158

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

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve a Resolution recognizing Sharon A. Henton for her 30 years and 10 days of service to the Jefferson County Sheriff's Department and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 127 - 127

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

- (b). Consider and possibly approve a Resolution recognizing Donald B. Jackson Sr. for his 27 years and 26 days of service to the Jefferson County Sheriff's Department and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 128 - 128

Motion by: Pierce
Second by: Sinegal
In Favor: Branick, Pierce, Bush, Sinegal
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, November 01, 2022

There being no further business to come before the Court at this time, same is now here adjourned on this date, November 01, 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

November 1, 2022

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 22-064/MR), **Development Proposal for Multi-Sports Training Facility located at Ford Park**. 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 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: Development Proposal for Multi-Sports Training Facility located at Ford Park

PROPOSAL NUMBER: RFP 22-064/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, December 7, 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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:

Beaumont Enterprise & Port Arthur News:
November 2nd and November 9th 2022
Examiner **November 10, 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.

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

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 sport training facility 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 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 Multi-Sports Training Facility.

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

SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY Must file online at www.ethics.state.tx.us/File	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS*			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**			
4 Name of Interested Party		City, State, Country (place of business)	
Nature of Interest (check applicable)		☐ Controlling	
☐ Intermediary		**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**	
ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY		5 Check only if there is NO Interested Party.	
6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration			
My name is _____, and my date of birth is _____.			
My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (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

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 is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 22-064/MR) Development Proposal for Multi-Sports Training Facility located at Ford Park

warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 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.

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Allocation of Principal Rights

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

which the invention pertains.

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

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

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

(g) *Subcontracts*

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

however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

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

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

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

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

(l) Communication

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

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

CLEAN AIR ACT

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

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

FEDERAL WATER POLLUTION CONTROL ACT

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

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

DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

PROCUREMENT OF RECOVERED MATERIALS

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

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

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.

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

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

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

COPYRIGHT AND DATA RIGHTS

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and <https://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 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 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, December 7, 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.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 30, 2022.

3.4 TENTATIVE SCHEDULE OF EVENTS

November 1, 2022	Issuance of Request for Proposal
December 7, 2022	Deadline Submission (late proposals will not be considered)
December 9, 2022	Proposals distributed to Evaluation Committee
December 14, 2022	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
December 21, 2022	If Applicable: Conduct Interview/Best and Final Offer/Short List
December 27, 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
- 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.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide a Multi-Sport Training Facility located at Ford Park that is tailored to volleyball and include other uses listed in the facility use below. Jefferson County does not currently have an indoor volleyball training facility. Our goal is to provide a volleyball facility to benefit athletes in and around Jefferson County. The proposed location site is shown in Exhibit A (Latitude 30° 0'57.11" N, Longitude 94° 10' 16.65" W). The proposed facility location will include the 3.912 acre plot of land and 60' access easement in Exhibit A. The proposed facility must be in the boundaries of the site location as shown in Exhibit B.

Location Site Requirements

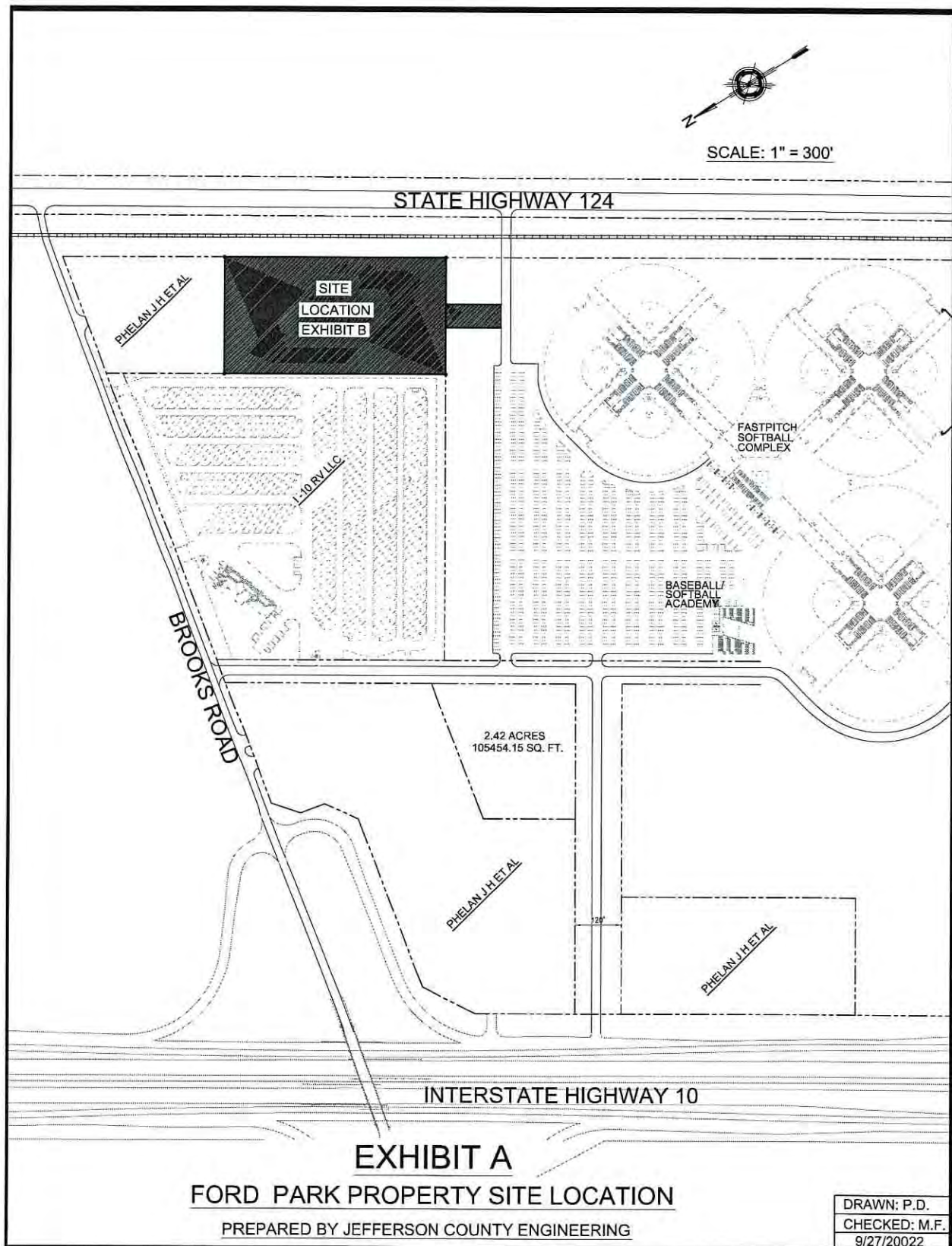
- Proposer is required to have a Topographic Survey and Boundary Survey completed and submitted to the County prior to any work beginning.

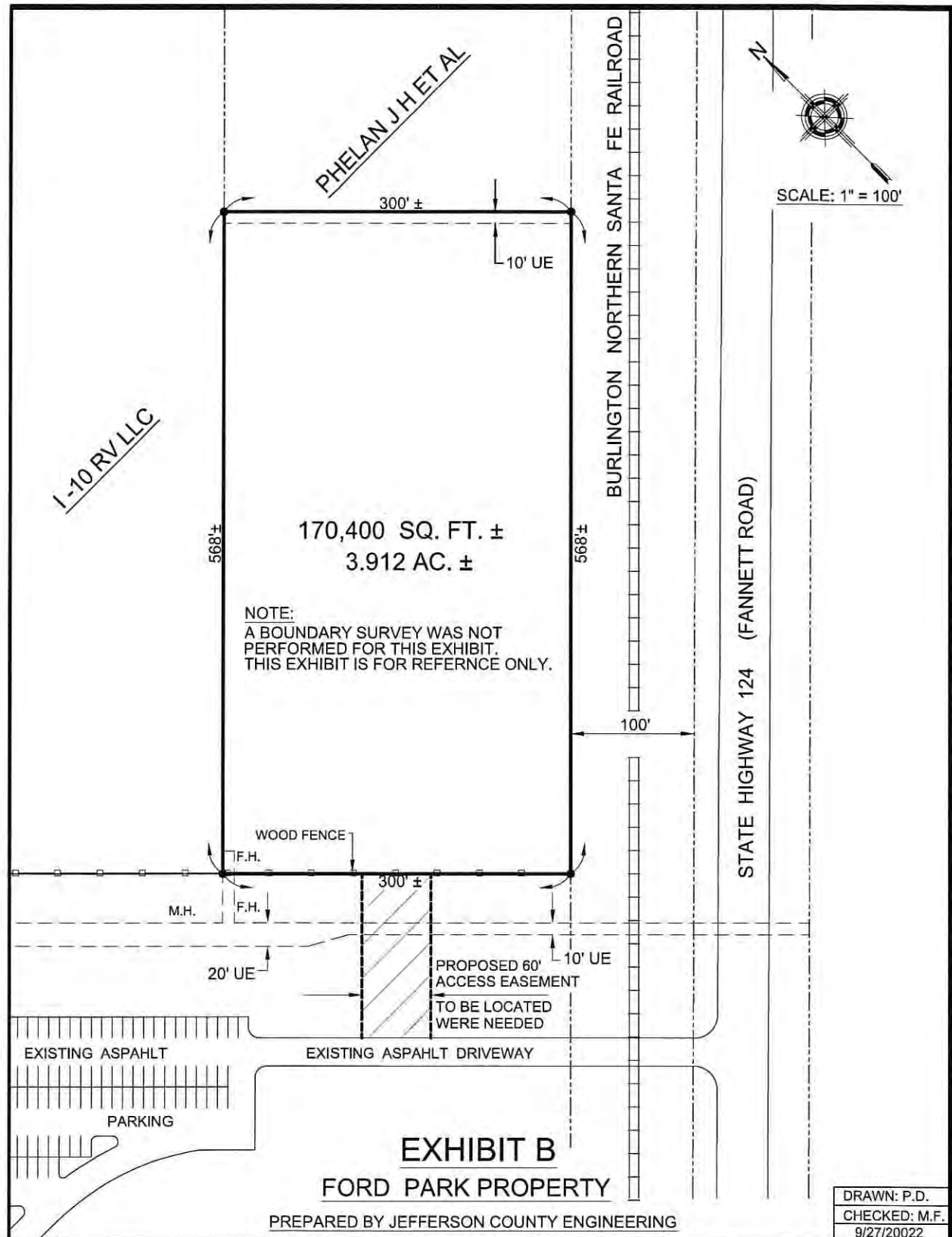
Building Requirements

- Proposer is required to have plans for the proposed building approved by, but not limited to, the City of Beaumont, Jefferson County Drainage District No. 6, Jefferson County Environmental Department and Jefferson County Engineering Department prior to any work beginning.
- Plans for the facility must be prepared by a Texas Licensed Professional Engineer.
- Proposer's contractor must be fully insured and bonded. A copy of these certifications must be presented to the County prior to any work beginning.
- All structures shall be required to meet floodplain requirements.
- Windstorm certification will be required.
- When the building has been completed, a Certificate of Occupancy will be required and submitted to the County.

Facility Use

- Volleyball practice, lessons, training, tournaments, camps, Tots and Minis, and a summer league.
- Beach volleyball
- Game Day Care
- Personal Training
- Speed & Agility Training
- Birthday Parties
- Multi-sports training





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. Multi-Sport Training Facility

6.4 LAWS AND REGULATIONS

The Multi-Sport Training 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. EXPERIENCE IN INDUSTRY AND REGION – 35%

This refers to the proposers experience in the area of training proposed.

b. MARKETING PLAN – 10%

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. FINANCIAL SOUNDNESS – 10%

This refers to the financial stability of the Proposer.

d. QUALITY OF MANAGEMENT TEAM – 10%

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. COMPENSATION – 35%

This is the expected amount your firm would compensate the County.

COST PROPOSAL FORM:

Using this form, each Proposer must state its proposed compensation to the County.

Compensation Proposals may be submitted in any form(s). Cost of compensation will be a factor in the County's selection process.

Compensation to the County per specifications	\$
Name of Proposer:	
Signature:	
Title:	

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 22-064/MR) Development Proposals for Multi-Sports Training Facility Located at Ford Park

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.

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

REQUIRED FORM

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

Adopted 8/7/2015

REQUIRED FORM

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.		
_____ Signature of Local Government Officer		
AFFIX NOTARY STAMP / SEAL ABOVE		
Sworn to and subscribed before me, by the said _____, this the _____ day		
of _____, 20_____, to certify which, witness my hand and seal of office.		
_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath		

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|---|
| ☐ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☐ Yes | ☐ No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☐ Yes | ☐ No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of 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: ☐ Yes ☐ No

Address: _____

Street	City	State	Zip

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

Project Title & No.: _____

Prime Contract Amount: \$

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity):

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

Address: _____

Street	City	State	Zip

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

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

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date _____

Printed Name of HUB

Signature of Representative

Date _____

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

This information must be submitted with your proposal.

☐ 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:

Please complete this form and include with proposal submission.

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

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:

☐ Yes ☐ No

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:

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.**



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1001 Pearl Street, 3rd Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

AMENDMENT VI TO CONTRACT

October 24, 2022

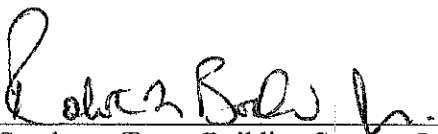
Southeast Texas Building Service, Inc.
 3304 Spurlock Rd.
 Nederland, TX 77627
 Attention: Robert Bodin

Dear Mr. Bodin:

This letter will serve as Amendment VI (six) to contract RFP 18-034/YS, Janitorial Services for Jefferson County.

Amendment VI (six) will add service for Jefferson County Precinct #4 Service Center, located at 7780 Boyt Rd., Beaumont, TX 77713 at a rate of \$1,560.00 per month for services 3 days per week.

Please sign below, and return to me via fax (409) 835-8456 or E-Mail (mrceves@co.jefferson.tx.us).



Southeast Texas Building Service, Inc.

10-24-2022

Date

 Jeff R. Branick
 Jefferson County Judge

 Date

ATTEST:

 Laurie Leister
 County Clerk, Jefferson County

 Date

Joyce Bodin
President

Robert L. Bodin, Jr.
Vice President

SOUTHEAST TEXAS BUILDING SERVICE, INC.
3304 Spurlock Road ♦ P. O. Box 1562 ♦ Nederland, Texas ♦ 77627
(t) 409-722-4900 ♦ (f) 409-724-0900
setbs@sbeglobal.net
Est. 1964

October 21, 2022

Jefferson County – Pct. 4

ATTN: Mistey Reeves
77780 Boyt Road
Beaumont, Texas 77713

Re: Bid for Janitorial Services

JANITORIAL SERVICES: (3 x per week from 9am to 12pm)

- Sweep and mop all hard surface flooring
- Vacuum all carpeted areas
- Empty all waste baskets and replace liner. Dispose of trash in designated area.
- Dust all furniture
- Clean and disinfect all restrooms, sinks, fixtures and mirrors
- Replenish toilet tissue, hand towels, etc.
- Clean all break rooms/kitchens (soiled dishes will be the responsibility of customer)
- Wipe down appliances in break room
- Clean /dust all offices
- Clean all glass entrances – both interior and exterior glass
- No consumables will be provided
- All cleaning supplies and equipment shall be provided by customer
- Carpet Cleaning/Stripping & Waxing Floors shall be charged separately upon request

Southeast Texas Building Service will provide all labor and insurance to properly perform these duties 3 days per week for a monthly rate of **\$1,560.00**. All rates are subject to 8.25% sales tax unless tax exemption applies. We appreciate your consideration. If you have any questions please feel free to give us a call.

Sincerely,
Robert L. Bodin, Jr.
Robert Bodin, Jr.
Vice President

****This quote is valid for ninety (90) days****



ATTEST *Harris*
DATE 11-1-2022

LETTER OF AUTHORIZATION

September 28, 2022

Jeff Ross
Jefferson County Clerk
1149 Pearl St
Beaumont, TX 77701

Dear Mr. Ross:

This Letter of Authorization ("LOA") will confirm Jefferson County's request for the following professional services at the price(s) indicated. This LOA will be an addendum to any existing Master Agreement between Jefferson County (the "County") and Manatron, Inc. ("Harris Recording Solutions – Aumentum Recorder" or "HRS"). All the terms and conditions of that agreement will pertain.



PROFESSIONAL SERVICES

Quantity	Description	One-Time Fees
1	Extract of Court document data for September 30th: - Refresh db containing index data - Run queries to generate data 2014 to present - Run queries to generate data prior to 2014	\$1,125
1	Extract of Court document data for November 18 th (same process as above)	\$1,125
1	Final extract of court data, image metadata (redacted and unredacted), and images for go-live.	\$2,250
Total Professional Services Fees		\$4,500

Professional Services Fees will be invoiced upon contract signing and payable in accordance with invoice(s) that shall be sent to the County. Work related to the services described herein will not begin until payment is received. All invoices are due upon receipt of invoice.

Approval of this letter of authorization will allow Harris Recording Solutions to perform the services described herein. Upon approval and signing, please return this letter to Harris Recording Solutions via the following method:

- Email a scanned image of the signed LOA to jappollo@harriscomputer.com, cc: rdelia@harriscomputer.com

Acceptance: Jefferson County, TX	Acceptance: Harris Recording Solutions
BY: <u><i>[Signature]</i></u>	BY: <u><i>[Signature]</i></u>
PRINTED NAME: <u>JEFFBRANICK</u>	PRINTED NAME: Ross A. D'Elia
TITLE: <u>COUNTY JUDGE</u>	TITLE: VP, Business Operations
DATE: <u>NOVEMBER 1, 2022</u>	DATE: 10/26/2022



DELIVERABLE ACCEPTANCE STATEMENT ("DAS")

Purpose:

The purpose of this acceptance form is for the County to sign off on the completion of the professional services detailed in the LOA.

Acceptance Criteria:

- All professional services detailed in the LOA have been performed.

These services were completed on the following date: _____.

The County response period for this DAS is ten (10) business days. After that time, this deliverable will be considered accepted unless otherwise documented in a formal response to Harris Recording Solutions with detailed rationale for rejecting this DAS. Rejection of a DAS will result in immediate escalation.

Billing and Signatures:

We, the undersigned, agree that this project is complete upon signing this DAS.

Jefferson County, TX	Harris Recording Solutions
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred prior to the cancellation. Initial down payment of deposit is non-refundable. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

Cancellation of any on-site Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site services, Harris will provide a Change Order to the Purchaser for the additional services.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

JEFF ROSS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NBJD657	10/17/2022	FINAL ARCTIC WOLF PROPOSAL	2735480	\$61,936.27

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>ARCTIC WOLF MDR USER LIC CLD</u> Mfg. Part#: AW-MDR-USER Term: 01/01/2023-08/31/2023 Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)	1100	5839578	\$38.95	\$42,845.00
<u>Arctic Wolf Managed Detection and Response - license - 1 server</u> Mfg. Part#: AW-MDR-SE Term: 01/01/2023-08/31/2023 Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)	50	5744220	\$38.95	\$1,947.50
<u>Arctic Wolf Managed Detection and Response for Office 365 - subscription li</u> Mfg. Part#: AW-MDR-O365 Term: 01/01/2023-08/31/2023 Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)	1100	5744235	\$4.38	\$4,818.00
<u>Arctic Wolf 1000 Series 4x10G Sensor</u> Mfg. Part#: AW-MDR-10XX-S-10GF Term: 01/01/2023-08/31/2023 Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)	1	6415126	\$2,337.44	\$2,337.44
<u>ARCTIC WOLF MDR LOG RETENTION LIC 1Y</u> Mfg. Part#: AW-MDR-1YR Term: 01/01/2023-08/31/2023 Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)	1150	6124471	\$2.80	\$3,220.00
<u>Arctic Wolf Platform - Base License - 1 license</u> Mfg. Part#: AW-PLATFORM-BASE	1	7040196	\$584.36	\$584.36

QUOTE DETAILS (CONT.)

Term: 01/01/2023-08/31/2023
 Electronic distribution - NO MEDIA
 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)

<u>Arctic Wolf Platform - license - 1 access</u>	1150	6773750	\$2.80	\$3,220.00
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Mfg. Part#: AW-PLATFORM

Term: 01/01/2023-08/31/2023
 Electronic distribution - NO MEDIA
 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)

<u>ARCTIC WOLF MDR ONBOARDING CLOS</u>	1	5749862	\$2,963.97	\$2,963.97
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Mfg. Part#: AW-MDR-OB

Term: 01/01/2023-08/31/2023
 Electronic distribution - NO MEDIA
 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services(R210401)

These services are considered Third Party Services, and this purchase is subject to CDW's Third Party Cloud Services Terms and Conditions, unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$61,936.27
-----------------	--------------------

SHIPPING	\$0.00
-----------------	---------------

SALES TAX	\$0.00
------------------	---------------

GRAND TOTAL	\$61,936.27
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PURCHASER BILLING INFO

Billing Address:
 JEFFERSON COUNTY
 1149 PEARL ST FL 6
 MIS DEPT
 BEAUMONT, TX 77701-3638
Phone: (409) 835-8447
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
 JEFFERSON COUNTY
 1149 PEARL ST FL 6
 MIS DEPT
 BEAUMONT, TX 77701-3638
Phone: (409) 835-8447
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

**Sales Contact Info**

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$61,936.27	\$1,660.51/Month	\$61,936.27	\$1,918.17/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



THE LEADER IN SECURITY OPERATIONS

Arctic Wolf Solutions Agreement – Frequently Asked Questions

Thank you for reviewing the Arctic Wolf Solutions Agreement. We appreciate your interest in becoming a customer of Arctic Wolf. We hope the below information will help you better understand how Arctic Wolf's security solutions (the "Solution" or "Solutions") contracting model works.

Please note that this information is not considered part of the contract at any time. This is provided for information purposes only.

Who is Arctic Wolf?

- Arctic Wolf is a cybersecurity company that provides security operations Solutions, including managed detection and response, managed risk, and managed security awareness to mitigate our customers' exposure to cyber threats.
- We offer standard, highly configurable, Solutions to our customers which allows us to leverage the power of scale across our customer base to deliver cost effective and operationally efficient Solutions.
- Arctic Wolf's customers may subscribe to and license for the purchased Subscription Term the right to receive and use, in whole or in part, the various Solutions offered by Arctic Wolf. All customers subscribing to a particular Solution are on the same release using the same operational infrastructure and the same security and support operations for such Solution.

Who is the Authorized Partner?

Arctic Wolf leverages its channel partner relationships (its "Authorized Partners") to resell our Solutions to our customers. The Authorized Partner may be selected by you or introduced to you by Arctic Wolf.

The Authorized Partners act as the financial arm in our transactions with you. You contract directly with the Authorized Partner related to purchase and payment of your subscription to our Solutions. The Authorized Partners are not involved in the delivery of our Solutions and, therefore, are not contemplated in the obligations and liabilities within the Solutions Agreement related to the delivery of our Solutions to you. You and the Authorized Partner will have separate contractual terms in place to address the financial aspects of the subscription transaction.

What data do you provide to Arctic Wolf?

Arctic Wolf monitors systems telemetry data received from our customers via the sensors, scanners and agents our customers install within their environment. The systems telemetry data allows us to identify potential security threats that may impact your environment. Systems telemetry data may include names, email addresses, phone numbers, usernames, passwords IP Address, geolocation data, deviceID, and other system log metadata. Arctic Wolf should not receive other more sensitive information, including the content of your business files, your customer's business information, social security numbers, financial information, etc. We trust that our customers have appropriate system and operational controls in place to prevent disclosure of such information to us.

Why does Arctic Wolf reserve the right to change certain terms within the Solutions Agreement?

Like other subscription-based solutions providers, customer-generic terms that apply across our customer base are set forth as url links within the overarching Solutions Agreement. This allows Arctic Wolf to maintain consistency in the Solutions across its customers. To address any customer concerns related to this model, Arctic Wolf: (i) provides that the url terms are last in line from an order of precedence; (ii) agrees that we will not materially decrease the features and functionalities during any customer then-current Subscription Term; (iii) provides notice of the change; and (iv) allows customers to object to any specific modification for the remaining period of their then-current Subscription Term.

Does Arctic Wolf offer service levels?

Arctic Wolf provides for response time service levels. These service levels can be found in the Managed Detection and Response Solutions Terms located at <https://arcticwolf.com/terms/>. These terms are password protected. Please contact your sales representative for the password.

Does Arctic Wolf offer termination for convenience?

As a subscription Solution, Arctic Wolf does not allow for termination for convenience. Arctic Wolf relies on committed subscription terms, in part, to manage our dedicated CST resource model.

We have special data security requirements. Can we include our security and privacy requirements in the Solutions Agreement?

We are unable to include customer specific data security requirements in our Solutions Agreement. We offer a consistent Solution across our customer base. Arctic Wolf maintains the same IT security controls and processes for all customers. These controls and processes are reflected in our SOC2 Type II Report and its ISO 27001 certification.

Where is the Statement of Work for the services described in the Solutions Agreement?

Arctic Wolf's provides a subscription Solution that, depending on the Solution, is comprised of hardware, software and services. All designated components of the Solution are required to use and receive the Solutions. While services are an important part of the Solution, we do not define the services component of the Solutions as separate "professional services". Unlike a traditional professional service offering, the services do not include deliverables and are not subject to acceptance.

Can we make changes to the Beta Terms?

Because participation in the beta programs is completely voluntary and there is no cost for participation, we do not agree to modifications to the beta terms.

We are a Covered Entity under HIPAA. Can we use our Business Associate Agreement?

Arctic Wolf should not receive PHI during the delivery of the Solutions to you, nor does Arctic Wolf process PHI on your behalf. Accordingly, Arctic Wolf is not a business associate under HIPAA. Arctic Wolf appreciates that certain customers may take a conservative approach and require a business associate agreement (BAA) to cover the exchange of any inadvertently disclosed PHI provided during our relationship. Given this, Arctic Wolf is amenable to execution of its template BAA in which each party's liabilities and requirements are strictly construed to HIPAA requirements and incorporates such terms by url reference in the Solutions Agreement.

(For information purposes only, this FAQ does not form part of any contract)

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the "**Agreement**") is a legal agreement entered into by and between the Customer identified in the signature block below ("**Customer**") and Arctic Wolf Networks, Inc. ("**Arctic Wolf**") and governs any order forms, quotes, or other ordering document executed by the Customer ("**Order Form**") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner ("**Authorized Partner**"). For reference purposes only, an Order Form is attached. This Agreement is effective on the date last executed in the signature block below (the "**Effective Date**"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "**Terms**"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "**Solution**" or collectively, "**Solutions**") as specified in the applicable Order Form. For purposes of this Agreement, "**Affiliate**" means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	Managed Risk Solution	Managed Security Awareness / Managed Security Awareness+ Solution
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)	
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1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**") for the one-time costs and subscription fees set forth therein (the "**Fees**"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

- (i) Install, use and access the Software,
- (ii) Use the Equipment for purposes of the use of the Solutions,
- (iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
- (iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
- (v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>, as may be updated from time-to-time in accordance with Section 13 below (the "**Privacy Notice**"),
- (vi) Access and use the Platform features and functionality,
- (vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
- (viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at <https://arcticwolf.com/terms/solutionsterms/>, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the "**Solutions Terms**"). "**Documentation**" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Subject to the warranties set forth in Section 10, Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable U.S. and foreign consumer protection laws, Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal

wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an authorized MSP partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions, without liability except as otherwise provided by Consumer Protection Laws, until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to containment actions, and similar functionalities in conjunction with the Services. Arctic Wolf may recommend Customer, depending on the scope of the deployment, implement software and services to enable features of the Solutions or to permit increased visibility into Customer's environment. Customer is responsible for making such determinations in its discretion and Arctic Wolf has no liability for Customer's decisions related thereto. Customer acknowledges that any changes Customer makes to its code, infrastructure or configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly or could prevent Arctic Wolf from delivering the Solutions and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit

or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any, part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted or prohibited persons list issued by Canada, the United States, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "**Discloser**") may disclose confidential and proprietary information, orally or in writing ("**Confidential Information**") to the other party (as a "**Recipient**"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "**Point of Contact information**"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose

except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party's Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer's name, contact names, email address, and such other necessary contact information following termination of this Agreement for its Internal business purposes.

8. Solutions Data.

8.1 Solutions Data. "**Solutions Data**" means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf's third party service providers' data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf's other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer's use of the Solutions ("**Aggregate/Anonymous Data**"). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("**Personal Information**"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation ("**GDPR**") of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the "**DPA**"), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer's sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("**CCPA**") and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms "personal information," "service provider," "sale," and "sell" are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer's sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information ("**Privacy Laws**"), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada),

and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

8.6 Australian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Australian *Privacy Act 1988* (Cth)) on your behalf, as agent for you, Arctic Wolf will only handle your personal information for the purpose of performing the Solutions, in accordance with the Privacy Notice or as required by applicable law, and ensuring you have access to your Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing and retrieving Solutions Data, limiting others' use of Solutions Data and specifying security measures that are used in relation to Solutions Data as set forth in this Agreement, including the Privacy Notice.

8.7 South African Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined in the Protection of Personal Information Act, 4 of 2013) of individuals located in South Africa, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa), and/or the transfer by Customer of such individual's personal information to Arctic Wolf/Arctic Wolf's subcontractors/third party service providers (which may be located outside of South Africa). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers. Arctic Wolf will only handle personal information for the purpose of performing the Solutions and ensuring Customer has access to its Solutions Data in accordance with this Agreement. Customer will maintain effective control of how Solutions Data is handled by retaining the right to access, changing, and retrieving Solutions Data, limiting others' use of Solutions Data. Arctic Wolf shall take appropriate, reasonable technical and organizational security measures to prevent the loss of, damage to or unauthorized destruction of personal information, and the unlawful access to or processing of personal information.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, United Kingdom, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit

liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE, OR OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS AND SECTION 10.2 OF THIS AGREEMENT), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; AND (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.3 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE SOLUTIONS. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE SOLUTIONS TERMS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS IN USING THIRD PARTY SYSTEMS OR SERVICES IN CONNECTION WITH THE DELIVERY OF THE SOLUTIONS.

10.4 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.5 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.6 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "FCPA"); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions. Customer authorizes Arctic Wolf to perform Services (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform the Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party to permit Arctic Wolf to provide the Services on such third party's network resources.

11. Limitation of Liability.

11.1 TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 11.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 11, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 11.2 OF THIS AGREEMENT.

11.2 FOR CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*, SECTION 11.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.2. THIS SECTION 11.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions, in its entirety, will automatically renew at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal of the Subscription of the Solutions or reduce Subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents and notify Customer via email, the Customer newsletter or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the

next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum ("**BAA**") located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	Customer:
Signed:	Signed:
Name: <u>Andrew Hill</u>	Name: _____
Title: <u>Chief Legal Officer & General Counsel</u>	Title: _____
Date: _____	Date: _____
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address:

WEST ORDER FORM – For West Complete Print and ProView eBook Products Only

610 Opperman Drive, P.O. Box 64833
St. Paul, MN 55164-1803
Tel: 651/687-8000



THOMSON REUTERS™

Check West account status below as applicable:		Rep Name & Number <u>Charles Kleven 6037067</u>		*** R E Q U I R E D ***	
New ☐ (NACI Form attached)	Existing with Increase Credit Limit ☐ (NACI Form attached)				
Existing with no changes ☐		Existing with changes ☐ (Permanent name change must attach a Customer Name Change Form)			
Acct # <u>1000648456</u>	Quote # _____	PO # _____	Date <u>10/14/2022</u>	IF NEEDED	
Name/Subscriber <u>JEFFERSON COUNTY DISTRICT ATTORNEY'S OFFICE</u>		Bill To Acct # <u>1000648456</u>			
Order Confirmation Contact Name <u>Jamey West</u>					
E-Mail <u>jwest@co.jefferson.tx.us</u>					
Westlaw Password Contact Name (for password delivery) _____					
E-Mail <u>jamey@co.jefferson.tx.us</u>					
HARD COPY INVOICES SHALL BE MAILED TO:					
Permanent Address Change ☐		One-Time Ship To ☐	Additional Ship To ☐	Additional Bill To ☐	IF NEEDED
Name <u>JEFFERSON COUNTY AUDITOR'S OFFICE</u>		Attn: <u>ACCOUNTS PAYABLE</u>			
Address <u>1149 PEARL STREET</u>		Suite/Floor <u>7TH FLOOR</u>			
City <u>BEAUMONT</u>	State <u>TX</u>	County <u>JEFFERSON</u>	Zip <u>77701</u>		
JEFFERSON COUNTY DOES NOT PAY INVOICES RECEIVED ELECTRONICALLY/VIA ONLINE PAYMENT SYSTEMS.					

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as "Thomson Reuters", "we" or "our" and Customer will be referred to as "you", or "I" or "Client".

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at legalsolutions.com/Federal-ThomsonReuters-General-Terms-Conditions.pdf. In the event that there is a conflict of terms between the Thomson Reuters General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

West Complete Print					
Program ID: WCMP					
Full Svc #	Print Products	List Charges	Other	Monthly Charges	Minimum Term (Months)
40666420	West Complete			\$786.87	24

See Attachment (988.dot) for print product detail, which is incorporated by reference.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any West Complete Print products during the Minimum Term or subsequent Renewal Term, the Monthly Charges will not be adjusted. We will contact you if any of the titles are no longer commercially available. You will then have 60 days to choose a replacement title of equal or lesser value.

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form.

N/A Initials for Automatic Renewal Term. I understand that West will continue to provide subscription services for the products listed above after the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

For any ProView Enterprise products listed above: Upon termination, your right to access and use eBooks, including content and retention of content, will terminate, and West retains the right to delete any user notes that may be attached to terminated eBooks.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

		West Complete Print Renewals		
Sub Matl #	Print Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)
40666551	West Complete			
Notes:				

Monthly Charges for the Initial Renewal Year are set forth above and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (#1113) to the Order Form.

During your subscription terms, you will receive subscription services consisting of automatic shipments of updates and supplements to the print product, including but not limited to pocket parts, pamphlets, replacement volumes, or loose-leaf pages, as available. For eBook products you will receive updates to the most current version of each edition of the eBooks which are available during your subscription term. If you terminate any of your West Complete Print products during any Renewal Term, the Monthly Charges will not be adjusted.

N/A **Initials for Automatic Renewal Term.** I understand that West will continue to provide subscription services for the products listed above after the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term") and include a 7% price increase unless we notify you of a different rate at least 90 days before each Automatic Renewal Term begins. Either of us may cancel in writing at least 60 days before an Automatic Renewal Term starts.

Your West sales representative will provide frequency of updates upon request. Transportation charges, returns and refunds information is in the "Miscellaneous" section below.

		ProView eBook Users		
Last Name	First Name, M.I.	ProView eBook Product(s)	*Optional E-Mail Address	

*An e-mail address is required only if an individual user prefers to receive his or her registration key to a personal e-mail address. If necessary, attach additional page(s) including full names, products and optional e-mail addresses.

ProView Enterprise IP Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the Order Form as the Unit of Pricing Type. Our pricing for ProView Enterprise IP banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

		Miscellaneous	
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1. Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

2. Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

3. Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

4. Returns and Refunds. You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

5. Cancellation Notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

6. Transportation Charges. Print and CD-ROM products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at the then current carrier rates.

7. Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions_PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

8. Assignment. This Order Form is subject to our approval. You may not assign, sublicense or otherwise transfer this Order Form without our prior written consent.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Subscriber.

Printed Name Jeff R. Branick
 Title Jefferson County Judge
 Date November 1, 2022
 Signature X

For Credit Card Transactions only:

Visa _____ Master Card _____ Am Ex _____

Card # _____ Expir. Date _____ Total Amt. to Charge for this Order _____

Subscription charges for this order will be billed to your West account unless automatic credit card or electronic funds transfers have been separately authorized.

Authorized West Publishing Representative

Signature: Charles B. Mikesell
 Printed Name: Charles B. Mikesell
 Title: SCM Consultant
 Date: 10/27/2022

ATTEST Louise Rose
 DATE NOVEMBER 1, 2022



Monthly Pricing Attachment to Order Form

[illegible][illegible]



THOMSON REUTERS™

Addendum to Order Form
For West Complete and Assured Print Pricing Orders

Subscriber: 1000648456Account #: JEFFERSON COUNTY District Attorney's Office

For the product(s) listed below, the language on the Order Form pertaining to the end of the Minimum Term and/or Renewal Term will not be applicable to you and is replaced with the following:

Your subscription will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. Either of us may cancel the subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Applicable Product(s): West Complete

All other terms and conditions of the Order Form will remain unchanged. Please have this document signed by your authorized representative and returned to us along with the signed Order Form.

West Publishing CorporationCharles B. MikesellAccepted By Charles B. MikesellTitle SCM ConsultantDate 10/27/2022**Subscriber**Signed [Signature]Name (please print) Jeff P. BranickTitle Jefferson County JudgeDate November 1, 2022**For Internal Office Use Only**

No Cust Initial req on Post Min Term

Chk Addend Sign

Chk OutCI Box per sub

ATTEST [Signature]DATE NOVEMBER 4, 2022



Jefferson County Internal Ethics and Compliance Program

1. The Director of Human Resources & Risk Management is charged with monitoring compliance within Jefferson **County** and taking appropriate action in response to compliance related complaints. These employees, along with the County Auditor are responsible for oversight of financial reports and establishing and maintaining an adequate internal control structure with appropriate checks and balances.
2. All possible steps are taken to avoid the delegation of substantial discretionary authority to an individual, whom the organization knows or should know, have previously engaged in illegal activities by conducting criminal background checks upon hire and randomly throughout an individual's employment with the organization.
3. All steps are taken to ensure that compliance standards are effectively communicated to all employees by offering training and by distributing information that explains the requirements of Jefferson County's Internal Ethics and Compliance Program. A copy of the Ethics and Compliance Program, including any amendments and all related documents are made available to all employees. Training will be available for all employees and will be included in new hire orientations. All employees and Elected Officials will sign a document acknowledging their receipt and understanding of the policy's requirements and on ethical behavior generally.
4. All agents of the organization will receive a copy of the Ethics and Compliance ~~Policy~~ Program and its expectation of ethical behavior and compliance with the law through distribution of written materials, electronic communication or verbal communication.
5. Annual internal audits are conducted along with other risk evaluations to monitor compliance and assist in the reduction of identified problem areas.
6. It is the entity's desire to identify and address incidents of misconduct in an expeditious manner by encouraging employees to spot and report potential compliance issues to management.

If an employee is uncomfortable in reporting directly to management, employees can and are encouraged to use the entity's Ethics and Compliance online reporting link at <https://co.jefferson.tx.us/HumanResourcesCore/ContactUs/Report> to make reports anonymously. Reports made through the **link** are handled confidentially. Employees who report suspected non-compliance with law or unethical behavior can do so without fear of retaliation.

7. Any employee who violates the entity's ethics policy or Internal Compliance Program shall be subject to disciplinary action, as well as applicable civil or criminal penalties. The Director of Human Resources & Risk Management shall be responsible for periodically assessing the risk of misconduct within the organization.

8. The Director of Human Resources & Risk Management or assigned supervisor will mitigate any identified non-compliance immediately. In an effort to prevent future violations, policies will be reviewed and revised when needed to ensure the issue is addressed programmatically and employees will be trained on the policy revision(s) to ensure their understanding of organizations' expectations.

CODE OF CONDUCT

Introduction:

This policy prescribes the standards of ethical conduct for all employees of Jefferson County. All employees must familiarize themselves with this policy. All employees must abide by applicable federal and state laws, administrative rules, and this ethics policy. An employee who violates any provision of this conduct policy is subject to disciplinary action up to and including termination. An employee who violates any applicable federal or state law or rule may be subject to civil or criminal penalties in addition to any disciplinary action.

All employees shall perform their official duties in a lawful, professional, and ethical manner; practice responsible stewardship of organizational resources, and report any conduct or activity that they believe to be in violation of this policy. Employees shall not knowingly make false or misleading statements, oral or written, in the course of the conducting of Jefferson County business. Employees shall not disclose confidential or sensitive organizational business information without prior written authorization.

1. Record Retention

Jefferson County is committed to proper maintenance and retention of records. Records are defined broadly to include almost any type of business information, and the required retention period varies with the type of record. Falsifying records, deliberately concealing records, destroying records in bad faith, exploiting confidential information, or otherwise mishandling records is not acceptable.

Records management includes the application of management techniques to the creation, use, maintenance, retention, preservation and disposal of records for the purpose of reducing the cost and improving the efficiency of recordkeeping. Jefferson County will follow the standards required by the Local Schedule GR, Retention Schedule for Records Common to All Local Governments of the Texas State Library and Archives Commission.

When a lawsuit is filed or is reasonably anticipated to be filed against Jefferson County, or when an internal or governmental investigation is initiated, we must ensure that all information potentially relevant to the suit or investigation is preserved. Records will not be altered, concealed, or in any way destroyed that are potentially relevant to a suit or investigation. Steps must be taken to ensure potentially relevant information is not inadvertently destroyed pursuant to document retention schedules or by routine computer operations or common computer settings, such as the automated deletion of emails.

2. Fraud

Fraud is broadly defined, and may include any type of intentional deception for the purpose of personal or business gain or damage to an individual or organization. Examples of fraud include lying on an employment application, falsifying records, or providing false receipts for reimbursement from Jefferson County. Employees must be good stewards of resources entrusted to them and exercise due diligence to prevent and detect criminal conduct and non-compliance with laws and policies. Fraud, waste, abuse, or non-compliance must be reported to an appropriate supervisor, manager, or through the anonymous message reporting link at

<https://co.jefferson.tx.us/HumanResourcesCore/ContactUs/Report>. Engaging in acts of fraud may result in civil or criminal liability.

3. Equal Opportunity Employment

Section 2 of the Jefferson County Policy Manual utilizes an Equal Opportunity Employment policy which promotes and ensures equal employment opportunity for all persons regardless of race, color, disability, religion, national origin, or age. Discrimination has no place at Jefferson County and will not be tolerated.

4. Sexual Harassment and Sexual Misconduct

Jefferson County's Sexual Harassment Policy, Section 7 of the Jefferson County Policy Manual does not tolerate any form of sexual harassment in the workplace. Sexual harassment may include sexual advances, sexual solicitation, request for sexual favors, or other verbal or physical conduct of a sexual nature.

Sexual misconduct includes behavior that is short of sexual harassment, but nonetheless is unprofessional and inappropriate. Sexual misconduct is not permitted. All employees will treat one another and the general public with professionalism, respect, and fairness. Employees must conduct themselves with courtesy and restraint at all times on the job and whenever perceived to be representing Jefferson County.

If an employee believes they are being subjected to sexual harassment or sexual misconduct by any person in the workplace, or if they witness any incident that appears to be a violation of the sexual harassment and sexual misconduct policies, it must be reported to the appropriate supervisor/manager. Alternatively, if the subject of the complaint is a supervisor/manager, the complaint can be made to the Director of Human Resources & Risk Management. A full, complete, and confidential investigation will be conducted and appropriate action taken to correct the matter. Employees who report sexual harassment are protected from any form of retaliation by state and federal laws.

Supervisors or managers who receive reports of sexual harassment or sexual misconduct must report the complaints to the Director of Human Resources & Risk Management regardless of the form of the complaint (formal or informal). Supervisors or managers must keep accurate records of complaints and are responsible for taking appropriate action that actually stops the harassment or misconduct. Ignoring a report of sexual harassment or misconduct is unacceptable.

5. Conflicts of Interest

Conflict of interest is a situation in which one's private interest (most often financial in nature) conflict with or raises a reasonable question of conflict with their job-related duties and responsibilities. Importantly, if someone violates a conflict of interest law, they face civil and/or criminal charges resulting in monetary fines or jail time.

Employee shall not:

- Engage in any activity that would create a conflict of interest or even the appearance of a conflict.
- Make personal investments in any enterprise that would create a substantial conflict between the employee's private interest and Jefferson County.
- Engage in outside business or professional activities or accept employment if the activities create a conflict between the employee's private interest and Jefferson County; use or appear to use information obtained in connection with the employee's

duties for Jefferson County, or could be expected to impair the employee's independence of judgment in the performance of the employee's duties for Jefferson County.

Public officials, whether elected, appointed as well as certain other employees involved with contracting, are subject to the conflict of interest provisions in Chapter 171 of the Texas Local Government Code. Chapter 171 established the standard for determining when a local official has a conflict of interest that would affect their ability to discuss, decide, or vote on a particular item. Other state and federal laws may be applicable to officials and employees in particular situations.

6. Personal Use of Organization's Property

Property owned or leased by or provide to Jefferson County may only be used for official purposes as authorized by the Board of Directors and the General Manager. Any misuse or unauthorized use of Jefferson County property, including information system resources, is subject to disciplinary action. Misuse of official property may also result in criminal prosecution.

7. Gifts and Honoraria

Employees of Jefferson County should always consider if it is appropriate to accept something from someone who wants, or may want, or may be seen to want, an official favor within their authority. It is unethical to accept or give a gift that is meant to sway a decision in favor of the gift-giver.

Under Local Government Code Chapter 176, a local government officer must disclose a vendor's offer of gifts to the officer or the officer's family member worth \$250 or more using the Conflict of Interest Form approved by the Texas Ethics Commission. The form requires disclosure even if the officer refuses the gift. An officer commits a class C misdemeanor if the officer knowingly violates the disclosure requirement.

PGM: GMCOMMV2	DATE 11-01-2022	PAGE: 1
NAME	AMOUNT	CHECK NO.
		TOTAL
ROAD & BRIDGE PCT.#1		
ABLE FASTENER, INC.	138.03	500336
SMART'S TRUCK & TRAILER, INC.	72.50	500386
AT&T	86.70	500390
TRIANGLE EQUIPMENT CO.	28.50	500392
DEPARTMENT OF INFORMATION RESOURCES	.02	500400
VERIZON WIRELESS	75.98	500418
ASCO	1,309.00	500469
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
		1,809.73**
ROAD & BRIDGE PCT.#2		
DEPARTMENT OF INFORMATION RESOURCES	.04	500400
BUMPER TO BUMPER	52.44	500431
ARROW-MAGNOLIA INTERNATIONAL INC	380.45	500447
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
		531.93**
ROAD & BRIDGE PCT. # 3		
BEAUMONT ENTERPRISE	43.88	500354
FARM & HOME SUPPLY	27.40	500356
GREATER PORT ARTHUR	175.00	500361
ENTERGY	287.43	500362
PHILPOTT MOTORS, INC.	24.76	500374
S.E. TEXAS BUILDING SERVICE	65.00	500388
AT&T	94.54	500390
VERIZON WIRELESS	37.99	500418
MARTIN PRODUCT SALES LLC	105.00	500437
NORTHERN TOOL AND EQUIPMENT	5,804.95	500461
FELIX AAA AUTO & TRUCK PARTS LLC	1,063.20	500477
CHARTER COMMUNICATIONS	142.23	500514
MUNRO'S UNIFORM SERVICES, LLC	23.95	500524
		7,895.33**
ROAD & BRIDGE PCT.#4		
ABLE FASTENER, INC.	66.16	500336
AUDILET TRACTOR SALES	24.10	500343
COASTAL WELDING SUPPLY	72.00	500350
M&D SUPPLY	326.99	500370
POSTMASTER	180.00	500377
UNITED STATES POSTAL SERVICE	25.20	500421
INTERSTATE ALL BATTERY CENTER - BMT	647.80	500448
ATTABOY TERMITE & PEST CONTROL	121.26	500449
NORTHERN TOOL AND EQUIPMENT	2,099.99	500461
HR DIRECT	73.72	500478
IMAGE 360 BEAUMONT	106.64	500486
O'REILLY AUTO PARTS	491.12	500489
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
WASHINGTON COUNTY TRACTOR, INC	2,313.42	500508
ODP BUSINESS SOLUTIONS, LLC	974.44	500522
		7,621.84**
ENGINEERING FUND		
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	500504
		275.00**
PARKS & RECREATION		
ENTERGY	215.93	500362
ALL TERRAIN EQUIPMENT CO	87.96	500483
		303.89**
GENERAL FUND		
TAX OFFICE		
PITNEY BOWES INC	1,471.99	500376
TAC - TEXAS ASSN. OF COUNTIES	300.00	500391
UNITED STATES POSTAL SERVICE	469.22	500421
ROCHESTER ARMORED CAR CO INC	378.40	500458
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	500504
ODP BUSINESS SOLUTIONS, LLC	1,389.29	500522
		4,404.90*
COUNTY HUMAN RESOURCES		

PGM: GMCOMMV2	DATE 11-01-2022	PAGE: 2
NAME	AMOUNT	CHECK NO. TOTAL
MOORMAN & ASSOCIATES, INC.	340.00	500373
PINNACLE MEDICAL MANAGEMENT CORP	95.00	500375
SOCIETY FOR HUMAN RESOURCE	458.00	500387
PRE CHECK, INC.	285.00	500404
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
ODP BUSINESS SOLUTIONS, LLC	532.93	500522
AUDITOR'S OFFICE		1,809.93*
UNITED STATES POSTAL SERVICE	1.06	500421
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	500504
COUNTY CLERK		212.06*
UNITED STATES POSTAL SERVICE	279.32	500421
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	500504
ODP BUSINESS SOLUTIONS, LLC	149.76	500522
COUNTY JUDGE		838.08*
UNITED STATES POSTAL SERVICE	3.15	500421
KATY LEIGH CORCORAN	500.00	500446
JERRY JOHN BRAGG	500.00	500452
HARVEY L WARREN III	500.00	500454
MOORE LANDREY LLP	500.00	500457
JOSHUA C HEINZ	500.00	500466
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
RISK MANAGEMENT		2,602.15*
UNITED STATES POSTAL SERVICE	30.01	500421
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
COUNTY TREASURER		129.01*
UNITED STATES POSTAL SERVICE	213.42	500421
ODP BUSINESS SOLUTIONS, LLC	455.56	500522
PRINTING DEPARTMENT		668.98*
CIT TECHNOLOGY FINANCING SERVICE	998.00	500443
PURCHASING DEPARTMENT		998.00*
BEAUMONT ENTERPRISE	72.35	500354
UNITED STATES POSTAL SERVICE	20.86	500421
THOMSON REUTERS-WEST	115.00	500470
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
ODP BUSINESS SOLUTIONS, LLC	109.24	500522
GENERAL SERVICES		416.45*
COASTAL SOIL CONSERVATION DISTRICT	2,500.00	500349
CASH ADVANCE ACCOUNT	85.00	500366
S.E. TEXAS REGIONAL PLANNING	115,301.61	500389
TEXAS CONFERENCE OF URBAN COUNTIES	11,424.00	500423
ROCHESTER ARMORED CAR CO INC	6,356.94	500458
JEFFERSON COUNTY LONG TERM RECOVERY	208,500.00	500511
CHARTER COMMUNICATIONS	232.09	500516
MCGRUFF INSURANCE SERVICES, INC	1,046.06	500523
DATA PROCESSING		345,445.70*
CDW COMPUTER CENTERS, INC.	38,666.05	500397
VERIZON WIRELESS	75.98	500418
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
VOTERS REGISTRATION DEPT		38,841.03*
UNITED STATES POSTAL SERVICE	292.63	500421
ODP BUSINESS SOLUTIONS, LLC	17.80	500522
ELECTIONS DEPARTMENT		310.43*

PGM: GMCOMMV2	DATE 11-01-2022	AMOUNT	CHECK NO.	PAGE: 3 TOTAL 111
NAME				
CDW COMPUTER CENTERS, INC.	427.84	500397		
DEPARTMENT OF INFORMATION RESOURCES	75.00	500400		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
ODP BUSINESS SOLUTIONS, LLC	206.25	500522		
DISTRICT ATTORNEY				733.84*
UNITED STATES POSTAL SERVICE	137.91	500421		
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	500504		
WALMART CAPITAL ONE	49.97	500510		
DISTRICT CLERK				695.88*
UNITED STATES POSTAL SERVICE	204.98	500421		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
CRIMINAL DISTRICT COURT				303.98*
THE SAMUEL FIRM, PLLC	900.00	500493		
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	500504		
58TH DISTRICT COURT				1,098.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
60TH DISTRICT COURT				99.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
136TH DISTRICT COURT				99.00*
THOMSON REUTERS-WEST	48.54	500470		
172ND DISTRICT COURT				48.54*
KIRKSEY'S SPRINT PRINTING	77.85	500367		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
ODP BUSINESS SOLUTIONS, LLC	4.48	500522		
252ND DISTRICT COURT				181.33*
NATHAN REYNOLDS, JR.	800.00	500380		
CDW COMPUTER CENTERS, INC.	626.80	500397		
UNITED STATES POSTAL SERVICE	18.08	500421		
SUMMER TANNER	11,528.00	500438		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
279TH DISTRICT COURT				13,071.88*
ANITA F. PROVO	550.00	500379		
NATHAN REYNOLDS, JR.	220.00	500380		
GERMER PLLC	1,760.00	500398		
UNITED STATES POSTAL SERVICE	1.71	500421		
JOEL WEBB VAZQUEZ	220.00	500430		
KIMBERLY PHELAN, P.C.	2,860.00	500436		
TONYA CONNELL TOUPS	440.00	500441		
BRITTANIE HOLMES	220.00	500468		
WILLIAM FORD DISHMAN	220.00	500471		
THE PARDUE LAW FIRM, PLLC	8,800.00	500500		
317TH DISTRICT COURT				15,291.71*
LAIRO DOWDEN, JR.	325.00	500353		
ALLEN PARKER	150.00	500453		
THE PARDUE LAW FIRM, PLLC	308.00	500500		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
JUSTICE COURT-PCT 1 PL 1				882.00*
UNITED STATES POSTAL SERVICE	16.52	500421		
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504		
JUSTICE COURT-PCT 1 PL 2				115.52*

PGM: GMCOMMV2	DATE 11-01-2022	PAGE: 4
NAME	AMOUNT	CHECK NO.
UNITED STATES POSTAL SERVICE	40.55	500421
THOMSON REUTERS-WEST	129.50	500470
JUSTICE COURT-PCT 4		170.05*
DEPARTMENT OF INFORMATION RESOURCES	.12	500400
JUSTICE COURT-PCT 6		.12*
UNITED STATES POSTAL SERVICE	71.20	500421
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
JUSTICE COURT-PCT 7		170.20*
AT&T	43.28	500390
DEPARTMENT OF INFORMATION RESOURCES	.03	500400
JUSTICE OF PEACE PCT. 8		43.31*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
COUNTY COURT AT LAW NO.1		99.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
COUNTY COURT AT LAW NO. 2		99.00*
JACK LAWRENCE	300.00	500339
THOMAS J. BURBANK PC	250.00	500345
NATHAN REYNOLDS, JR.	250.00	500380
JOHN D WEST	550.00	500402
UNITED STATES POSTAL SERVICE	16.69	500421
LANGSTON ADAMS	250.00	500424
JOEL WEBB VAZQUEZ	500.00	500430
MATUSKA LAW FIRM	600.00	500473
THE SAMUEL FIRM, PLLC	550.00	500492
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
LAW OFFICE OF GILES R COLE & ASSOC	300.00	500507
THE WALKER LAW FIRM	250.00	500509
COUNTY COURT AT LAW NO. 3		4,915.69*
A. MARK FAGGARD	250.00	500355
MARVA PROVO	550.00	500378
UNITED STATES POSTAL SERVICE	18.99	500421
JOEL WEBB VAZQUEZ	600.00	500430
MATUSKA LAW FIRM	300.00	500473
THE SAMUEL FIRM, PLLC	650.00	500492
THE WALKER LAW FIRM	250.00	500509
ODP BUSINESS SOLUTIONS, LLC	181.65	500522
COURT MASTER		2,800.64*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
MEDIATION CENTER		99.00*
UNITED STATES POSTAL SERVICE	76.49	500421
ODP BUSINESS SOLUTIONS, LLC	76.59	500522
COMMUNITY SUPERVISION		77.08*
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	500504
SHERIFF'S DEPARTMENT		396.00*
FED EX	322.95	500357
MCNEILL INSURANCE AGENCY	71.00	500371
SAM'S WESTERN WEAR, INC.	49.99	500382
DEPARTMENT OF INFORMATION RESOURCES	537.28	500400
UNITED STATES POSTAL SERVICE	994.85	500421
GALLS LLC	964.55	500476
3L PRINTING COMPANY	75.00	500479

PGM: GMCOMMV2	DATE	PAGE: 5	
	11-01-2022	113	
NAME	AMOUNT	CHECK NO.	TOTAL
FOREMOST PROMOTIONS	621.05	500480	
COVENANT TACTICAL LLC	1,980.00	500499	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	500504	
ODP BUSINESS SOLUTIONS, LLC	1,310.98	500522	7,422.65*
CRIME LABORATORY			
ULINE SHIPPING SUPPLY SPECIALI	127.50	500394	
TECHSCAN INC	660.00	500435	
LIPOMED	81.60	500455	
FULL SPECTRUM ANALYTICS, INC	28,728.00	500487	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504	
ODP BUSINESS SOLUTIONS, LLC	306.83	500522	30,002.93*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	2,971.20	500335	
JOHNSTONE SUPPLY	580.06	500340	
CITY OF BEAUMONT - WATER DEPT.	24,419.51	500348	
COASTAL WELDING SUPPLY	249.00	500350	
JACK BROOKS REGIONAL AIRPORT	3,468.51	500365	
KOMMERICAL KITCHENS	189.21	500368	
WHOLESALE ELECTRIC SUPPLY CO.	3,877.70	500395	
DEPARTMENT OF INFORMATION RESOURCES	.66	500400	
LOWE'S HOME CENTERS, INC.	92.87	500422	
BAKER DISTRIBUTING COMPANY	140.90	500427	
INTERCONTINENTAL JET CORP	796.22	500432	
TENNESSEE AIRCRAFT COMPANY	2,426.80	500434	
WORLD FUEL SERVICES	926.16	500450	
THOMSON REUTERS-WEST	3,767.04	500470	
GALLS LLC	875.00	500476	
TRINITY SERVICES GROUP INC	27,592.75	500495	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	500504	
ODP BUSINESS SOLUTIONS, LLC	18.47	500522	73,173.12*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	53.37	500418	
UNITED STATES POSTAL SERVICE	1.96	500421	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	500504	
ODP BUSINESS SOLUTIONS, LLC	218.55	500522	570.88*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	4,541.45	500348	
BEN E KEITH COMPANY	3,466.39	500429	
GULF COAST ELECTRIC CO., INC.	3,800.00	500442	
LA COSTA DENTAL OF PORT ARTHUR PA	105.00	500488	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504	
FLOWERS BAKING COMPANY OF HOUSTON	68.04	500525	12,079.88*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.94	500418	
UNITED STATES POSTAL SERVICE	40.99	500421	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504	367.93*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	500418	113.97*
CONSTABLE-PCT 4			
GT DISTRIBUTORS, INC.	149.49	500359	
VERIZON WIRELESS	113.97	500418	263.46*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	500418	
UNITED STATES POSTAL SERVICE	16.62	500421	
AMAZON.COM SERVICES LLC	48.11	500527	178.70*
CONSTABLE PCT. 7			

PGM: GMCOMMV2	DATE	PAGE: 6
NAME	11-01-2022	TOTAL 114
	AMOUNT	CHECK NO.
AT&T	43.42	500390
VERIZON WIRELESS	113.97	500418
CONSTABLE PCT. 8		157.39*
VERIZON WIRELESS	113.97	500418
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
COUNTY MORGUE		212.97*
SALAM INTERNATIONAL, INC	1,858.43	500401
AGRICULTURE EXTENSION SVC		1,858.43*
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	500504
EPSILON SIGMA PHI	80.00	500512
DISTRICT 9 TEXAS COUNTY AAA	200.00	500528
HEALTH AND WELFARE NO. 1		491.00*
CALVARY MORTUARY	1,500.00	500347
CASH ADVANCE ACCOUNT	208.00	500366
MERCY FUNERAL HOME	1,500.00	500372
MCKESSON MEDICAL-SURGICAL INC	28.20	500399
CLAYBAR HAVEN OF REST	1,240.00	500419
UNITED STATES POSTAL SERVICE	85.97	500421
BONNIE SWAIN	200.00	500456
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	500504
HEALTH AND WELFARE NO. 2		4,960.17*
ENTERGY	70.00	500363
AT&T	43.28	500390
CRYSTAL LETMAN-JENKINS	11.25	500475
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	500504
ENVIRONMENTAL CONTROL		322.53*
DEPARTMENT OF INFORMATION RESOURCES	99.17	500400
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
INDIGENT MEDICAL SERVICES		99.17*
VERIZON WIRELESS	40.22	500418
TDS OPERATING INC	400.06	500485
MAINTENANCE-BEAUMONT		440.28*
JOHNSTONE SUPPLY	229.99	500340
CITY OF BEAUMONT - WATER DEPT.	12,764.58	500348
COBURN SUPPLY COMPANY INC	1,627.12	500351
W.W. GRAINGER, INC.	296.19	500360
ENTERGY	51,744.17	500362
HYDRO-CLEAN SERVICES, INC.	482.50	500364
M&D SUPPLY	245.28	500370
SANITARY SUPPLY, INC.	2,154.23	500383
ACE IMAGEWEAR	249.41	500384
AT&T	4,962.32	500390
DEPARTMENT OF INFORMATION RESOURCES	834.94	500400
AT&T GLOBAL SERVICES	233.75	500426
OTIS ELEVATOR COMPANY	2,808.46	500428
A1 FILTER SERVICE COMPANY	732.70	500462
VECTOR SECURITY	465.24	500482
REXEL USA INC	1,350.94	500484
MAINTENANCE-PORT ARTHUR		81,181.82*
ALL-PHASE ELECTRIC SUPPLY	84.00	500352
AT&T	1,572.00	500390
DEPARTMENT OF INFORMATION RESOURCES	5.07	500400
LOWE'S HOME CENTERS, INC.	75.72	500422
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
CHARTER COMMUNICATIONS	106.78	500515

PGM: GMCOMMV2	DATE	PAGE: 7
NAME	11-01-2022	115
	AMOUNT	CHECK NO. TOTAL
CHARTER COMMUNICATIONS	460.18	500519
PARKER'S BUILDING SUPPLY	109.81	500526
SERVICE CENTER		2,512.56*
ACTION AUTO GLASS	40.00	500337
SPIDLE & SPIDLE	16,554.18	500338
PHILPOTT MOTORS, INC.	263.75	500374
JEFFERSON CTY. TAX OFFICE	7.50	500405
JEFFERSON CTY. TAX OFFICE	7.50	500406
JEFFERSON CTY. TAX OFFICE	7.50	500407
JEFFERSON CTY. TAX OFFICE	7.50	500408
JEFFERSON CTY. TAX OFFICE	7.50	500409
JEFFERSON CTY. TAX OFFICE	7.50	500410
JEFFERSON CTY. TAX OFFICE	7.50	500411
JEFFERSON CTY. TAX OFFICE	7.50	500412
JEFFERSON CTY. TAX OFFICE	7.50	500413
JEFFERSON CTY. TAX OFFICE	7.50	500414
JEFFERSON CTY. TAX OFFICE	7.50	500415
JEFFERSON CTY. TAX OFFICE	7.50	500416
JEFFERSON CTY. TAX OFFICE	7.50	500417
BUMPER TO BUMPER	1,245.41	500431
AMERICAN TIRE DISTRIBUTORS	1,958.18	500444
MIGHTY OF SOUTHEAST TEXAS	39.60	500460
EASTEX PRESSURE WASHERS	220.00	500463
MIDNIGHT AUTO	119.95	500481
VETERANS SERVICE		20,538.57*
UNITED STATES POSTAL SERVICE	99.81	500421
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
MOSQUITO CONTROL FUND		99.81*
JACK BROOKS REGIONAL AIRPORT	274.32	500365
ACE IMAGEWEAR	889.98	500384
CY-FAIR TIRE	72.95	500494
CHARTER COMMUNICATIONS	72.67	500517
FEMA EMERGENCY		1,309.92**
P SQUARED EMULSION PLANTS, LLC	43,068.00	500491
SECURITY FEE FUND		43,068.00**
ALLIED UNIVERSAL SECURITY SERVICES	9,488.64	500498
LAW LIBRARY FUND		9,488.64**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
EMPG GRANT		99.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	500504
JUVENILE PROB & DET. FUND		275.00**
VERIZON WIRELESS	70.53	500418
COMMUNITY SUPERVISION FND		70.53**
TDCJ-TLDD CONFERENCE FUND	400.00	500346
CASH ADVANCE ACCOUNT	518.55	500366
DEPARTMENT OF INFORMATION RESOURCES	49.04	500400
VERIZON WIRELESS	32.55	500418
UNITED STATES POSTAL SERVICE	89.41	500421
REDWOOD TOXICOLOGY LABORATORY, INC	655.30	500439
JCCSC	135.00	500459
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
CHARTER COMMUNICATIONS	166.72	500518
ODP BUSINESS SOLUTIONS, LLC	582.68	500522
COMMUNITY CORRECTIONS PRG		2,728.25**

PGM: GMCOMMV2	DATE 11-01-2022	PAGE: 8
NAME	AMOUNT	CHECK NO. TOTAL
M&D SUPPLY	32.32	500370
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
DRUG DIVERSION PROGRAM		131.32**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
LAW OFFICER TRAINING GRT		99.00**
LAMAR UNIVERSITY	50.00	500369
SHERWIN-WILLIAMS	244.80	500385
SAM'S CLUB DIRECT	133.92	500467
ODP BUSINESS SOLUTIONS, LLC	149.99	500522
COUNTY CLERK - RECORD MGT		578.71**
MANATRON INC	8,613.00	500440
TYLER TECHNOLOGIES INC	9,192.19	500496
COUNTY RECORDS MANAGEMENT		17,805.19**
UNITED STATES POSTAL SERVICE	29.40	500421
J.P. COURTROOM TECH. FUND		29.40**
VERIZON WIRELESS	227.94	500418
HOTEL OCCUPANCY TAX FUND		227.94**
ENTERGY	1,458.26	500362
M&D SUPPLY	15.52	500370
ULINE SHIPPING SUPPLY SPECIALT	120.30	500394
DEPARTMENT OF INFORMATION RESOURCES	2.43	500400
UNITED STATES POSTAL SERVICE	.57	500421
CHARTER COMMUNICATIONS	130.63	500513
MUNRO'S UNIFORM SERVICES, LLC	122.61	500524
DISTRICT CLK RECORDS MGMT		1,850.32**
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	500504
AIRPORT FUND		198.00**
BEAUMONT TRACTOR COMPANY	99.37	500344
COASTAL WELDING SUPPLY	55.32	500350
PHILPOTT MOTORS, INC.	56.32	500374
RITTER @ HOME	25.90	500381
TRI-CITY FASTENER & SUPPLY	29.43	500393
DEPARTMENT OF INFORMATION RESOURCES	.46	500400
E. SULLIVAN ADVERTISING & DESIGN	5,450.00	500403
VERIZON WIRELESS	37.99	500418
MHC DATACOMM, INC	900.00	500445
SOUTHEAST TEXAS PARTS AND EQUIPMENT	139.47	500472
TITAN AVIATION FUELS	29,539.78	500490
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	500504
MUNRO'S UNIFORM SERVICES, LLC	98.98	500524
AIRPORT IMPROVE. GRANTS		36,532.02**
THE LABICHE ARCHITECTURAL GROUP	33,138.00	500342
FITZ & SHIPMAN, INC.	105,000.00	500358
KSA ENGINEERS INC	18,123.53	500501
SE TX EMP. BENEFIT POOL		156,261.53**
UNITED HEALTHCARE SERVICES INC	116,584.12	500497
BAY BRIDGE ADMINISTRATORS LLC	176,561.95	500505
SETEC FUND		293,146.07**
INDUSTRIAL & COMMERCIAL MECHANICAL	2,514.00	500465
LIABILITY CLAIMS ACCOUNT		2,514.00**

PGM: GMCOMMV2	DATE 11-01-2022	PAGE: 9
NAME	AMOUNT	CHECK NO. TOTAL
TEXAS DEPT OF TRANSPORTATION	731.64	500451 731.64**
WORKER'S COMPENSATION FD		
TRISTAR RISK MANAGEMENT	7,109.90	500433 7,109.90**
BAIL BONDING FUND		
PHILLIP DOWDEN	14,500.00	500341 14,500.00**
SHERIFF'S FORFEITURE FUND		
ORANGE COUNTY ASSOCIATION FOR	600.00	500396 600.00**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	14,102.00	500314
CLEAT	288.00	500315
JEFFERSON CTY. TREASURER	12,141.64	500316
RON STADTMUELLER - CHAPTER 13	182.31	500317
INTERNAL REVENUE SERVICE	208.00	500318
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,860.00	500319
JEFFERSON CTY. COMMUNITY SUP.	6,956.08	500320
JEFFERSON CTY. TREASURER - HEALTH	532,720.50	500321
JEFFERSON CTY. TREASURER - GENERAL	10.00	500322
JEFFERSON CTY. TREASURER - PAYROLL	2,011,303.26	500323
JEFFERSON CTY. TREASURER - PAYROLL	704,838.33	500324
MONEY LIFE INSURANCE OF AMERICA	62.88	500325
POLICE & FIRE FIGHTERS' ASSOCIATION	1,866.89	500326
JEFFERSON CTY. TREASURER - TCDRS	796,866.13	500327
JEFFERSON COUNTY TREASURER	2,894.34	500328
JEFFERSON COUNTY - TREASURER -	7,894.31	500329
NECHES FEDERAL CREDIT UNION	34,982.08	500330
JEFFERSON COUNTY - NATIONWIDE	56,310.25	500331
SBA - U S DEPARTMENT OF TREASURY	286.16	500332
CONSERVE	209.13	500333
INVESCO INVESTMENT SERVICES, INC	681.66	500334 4,188,663.95**
GLO DISASTER RECOVERY		
LJA ENGINEERING INC	9,750.00	500464 9,750.00**
CNTY & DIST COURT TECH FD		
VERIZON WIRELESS	227.96	500418 227.96**
MARINE DIVISION		
JACK BROOKS REGIONAL AIRPORT	1,101.68	500365
AERO PRODUCTS	372.60	500425
ARROW AVIATION CO LLC	18.80	500474
PREFERRED FACILITIES GROUP-USA, LLC	53,221.64	500506 54,714.72**
		5,536,364.44***



Jefferson County

Public Health Department

Ezea D. Ede, M.D.

County Health Authority

MEMORANDUM

Date: October 26, 2022
To: Fran Lee, 1st Assistant County Auditor
Cc: file
From: Candice Ford, Administrative Operations Manager
RE: Transfer Funds

Due to the price increase in computer costs we are requesting \$406.00 to be transferred to cover the difference in price of 10 approved computers for this budget year. We are requesting the following transfer:

From:

120-5074-441.30-78	Office Supplies	\$203.00
--------------------	-----------------	----------

To:

120-5074-441.60-02	Computer Equipment	\$203.00
--------------------	--------------------	----------

From:

120-5075-441.30-78	Office Supplies	\$203.00
--------------------	-----------------	----------

To:

120-5075-441.60-02	Computer Equipment	\$203.00
--------------------	--------------------	----------

Thank you for presenting this request to the Commissioners Court for approval.

Candice Ford
 Administrative Operations Manager

Unit I- 1295 Pearl Street – Beaumont, TX 77701
 (409) 835-8530 – Facsimile (409) 839-2353
 Unit II- 800 4th Street – Port Arthur, TX 77640
 (409) 983-8380 – Facsimile (409) 983-8378

budget amendment/transfer funds/inop office ac/heating unit

Joe Zurita <jzurita@co.jefferson.tx.us>

Mon 10/24/2022 3:53 PM

To: pswain@co.jefferson.tx.us <pswain@co.jefferson.tx.us>

Cc: Fran Lee <Fran.Lee@jeffcotx.us>; Rhonda Brode <Rhonda.Brode@jeffcotx.us>; Everett "Bo" Alfred <ealfred@co.jefferson.tx.us>

Good afternoon, could you please add to the next court agenda a transfer of funds from account 120-8095-417-40-09 to 120-8095-417-60-14 in the amount of \$7200.00 due to inoperative heating/cooling unit. Thank you and have a great afternoon.

Joe L. Zurita Jr.

Director of Service Center

7789 Viterbo Rd.

Beaumont, TX 77705

409-719-5937



Resolution

STATE OF TEXAS

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COMMISSIONER'S COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioner's Court of Jefferson County, Texas, held on the 1 day of November, 2022 on motion made by Darrell Bush, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following resolution was adopted:

WHEREAS, LOMA GEORGE has devoted **31 years and 3 months** of her life to serving the people of Jefferson County with pride and professionalism; and

WHEREAS, LOMA GEORGE began her career with Jefferson County when she was hired by **Lolita Ramos**, County Clerk on July 15, 1991 as a Supervisor worked also under **Sandy Walker, Debbie Usoff, and Carolyn Guidry**. Served with **Judge Ronald L. Walker**, County Judge, as Administrative Aide to County Judge now with **Judge Jeff R. Branick**; and

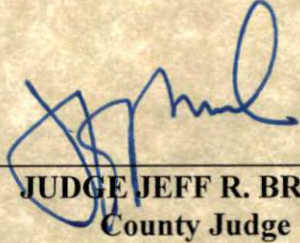
WHEREAS, LOMA GEORGE, known for her calming personality, extensive knowledge of Commissioner's Court, and instrumental in the Cheek Sewer Project and has won the respect of her colleagues; and

WHEREAS, LOMA GEORGE, a devoted mother, will be enjoying her family and friends in her retirement; and

WHEREAS, having made a significant contribution to the Judge's Office and Jefferson County, **LOMA GEORGE** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County and will be missed by her fellow co-workers and friends; and

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Jefferson County, Texas, does hereby honor and commend **LOMA GEORGE** for her dedicated service as Administrative Aide to the County Judge of Jefferson County and wishes her well in her retirement.

SIGNED this 1 day of November 2022.



JUDGE JEFF R. BRANICK
County Judge

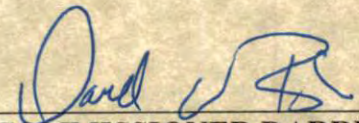




COMMISSIONER VERNON PIERCE
Precinct. No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER DARRELL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

STATE OF TEXAS § IN THE COMMISSIONERS COURT

COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE
PURSUANT TO SEC 312. 401 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the ____ day of _____, 2022 on motion made by _____, Commissioner of Precinct No ____, and seconded by _____, Commissioner of Precinct No ____, the following Order was adopted

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Arkema facility in/near Beaumont, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property, 2810 Gulf States Rd., Beaumont, TX (mailing purposes only), Jefferson County, Texas 77703, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as the Arkema 2022 Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)
- Section 2. That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act").
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4. That the Commissioners Court held a public hearing to consider this Order on the _____ day of April, 2022.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this _____ day of _____, 2022.

JEFF R. BRANICK
County Judge

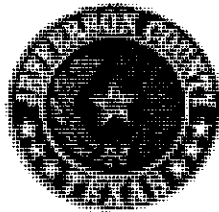
COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER DARREL BUSH
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Surveyors Name: Enrique C. Elizondo
Address: 9258 Culebra Road, Ste. 115
Telephone Number: (210) 375-4126
www.elizondosocietates.com

**AGENDA ITEM****November 01, 2022**

Receive and file executed Local Government Officer Conflicts Disclosure Statement of Judge Jeff R. Branick pursuant to Chapter 176, Local Government Code.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

JEFF R. BRANICK

2 Office Held

COUNTY JUDGE

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

Allegiance BANK (to become Stellar Bank).

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

Vendor is a publicly traded corporation and, depending on county. As a result of a merger of equals, officer is on the board.

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 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

[Signature]

Signature of Local Government Officer



(1) Affidavit

Please complete either option below:

NOTARY STAMP/SEAL

Sworn to and subscribed before me by JEFF R. BRANICK this the 24th day of OCTOBER.

2022, to certify which, witness my hand and seal of office.

[Signature]

LOMA GEORGE

NOTARY

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

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

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

Signature of Local Government Officer (Declarant)



Resolution

STATE OF TEXAS

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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 1 day of November, 2022, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Darrell Bush, Commissioner of Precinct No. 2, the following Resolution was adopted:

WHEREAS, Sharon A. Henton, has devoted 30 years and 10 days of her life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, Sharon A. Henton, has dedicated her talents and services as a Corrections Officer and as a Peace Officer, in the Correctional Facility for the Jefferson County Sheriff's Office; and

WHEREAS, Sharon A. Henton, has pledged her services as a Corrections Officer, working in the dorms, in Book In, Master Control, and as a Peace Officer for the Transfer Department at the Jefferson County Correctional Facility, which includes following policies, procedures, rules and regulations for the care and custody of inmates, also responding to an emergency situations involving the evacuation of inmates for several hurricanes, for the Jefferson County Sheriff's Office; and

WHEREAS, through hard work and commitment to excellence, **Sharon A. Henton**, has earned the respect of her colleagues and the citizens of Jefferson County; and

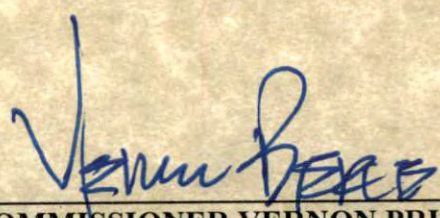
WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **Sharon A. Henton**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

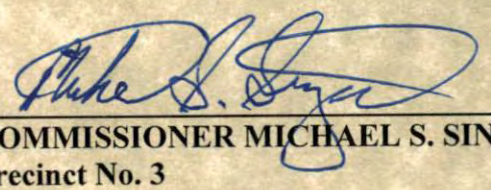
NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Sharon A. Henton**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

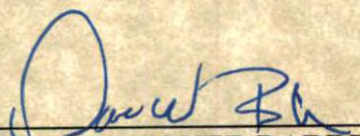
SIGNED this 1 day of November, 2022.

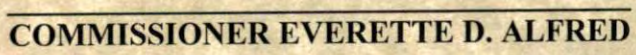

JUDGE JEFF R. BRANICK
 County Judge




COMMISSIONER VERNON PRICE
 Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3


COMMISSIONER DARRELL W. BUSH
 Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

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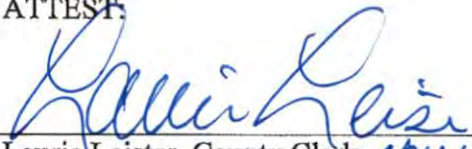
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**CONTRACT RENEWAL FOR RFP 18-049/YS
SECURITY SERVICES AND PERSONNEL FOR JEFFERSON
COUNTY**

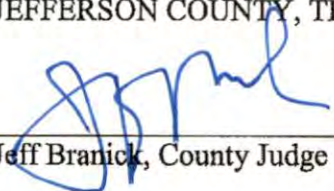
The County entered into a contract with Allied Universal Security Services for one (1) year, from November 15, 2019 to November 14, extended to December 31, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from December 30, 2022 to December 29, 2023.

ATTEST:


Laurie Leister, County Clerk *NOV. 1, 2022*

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge



CONTRACTOR:

Allied Universal Security Services


David VanDyke

Order Implementing Requirements of Jefferson County's Participation in a County Health Care Provider Participation Program

WHEREAS, pursuant to Section 300.0004 of the Health and Safety Code, the commissioner's court of Jefferson County on November 1, 2022 authorized the County to participate in a County health care provider participation program;

WHEREAS, the purpose of participation in a County health care provider participation program is to generate revenue from a mandatory payment that may be required by the County from an institutional health care provider to fund certain intergovernmental transfers and indigent care programs;

WHEREAS, pursuant to Section 300.0051 of the Health and Safety Code, the commissioner's court of Jefferson County on November 1, 2022 authorized the County to collect a mandatory payment from each institutional health care provider located in Jefferson County;

WHEREAS, pursuant to Section 300.0052 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment may adopt rules relating to the administration of the mandatory payment;

WHEREAS, pursuant to Section 300.0053 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must require each institutional health care provider to submit to the County a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections;

WHEREAS, pursuant to Section 300.0102 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must designate one or more banks located in the County as the depository for mandatory payments received by the County;

WHEREAS, pursuant to Section 300.0103 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must create a local provider participation fund; and

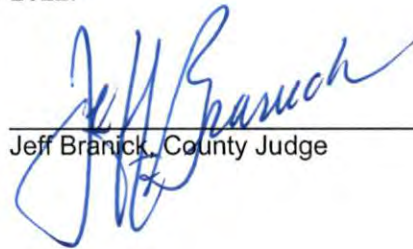
WHEREAS, pursuant to Section 300.0151 of the Health and Safety Code, the commissioner's court of a County that collects a mandatory payment must set the amount of the mandatory payment;

NOW THEREFORE, BE IT ORDERED that the commissioner's court of Jefferson County:

1. Adopts the County Health Care Participation Program Model Rules and Procedures attached to this ORDER and identified as Exhibit A, County Health Care Participation Program Model Rules and Procedures.
2. Requires each institutional health care provider to submit to Jefferson County a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections;
3. Designates Allegiance Bank, located at 551-10 N Beaumont, Texas 77707, as the depository for mandatory payments received by Jefferson County;
4. Creates a local provider participation fund;
5. Sets the amount of the mandatory payment for the fiscal year ending in 2023 as 6 percent of the net patient revenue of an institutional health care provider located in Jefferson County; and
6. Authorizes the commissioner's court of Jefferson County to take all other actions necessary to meet the requirements of Chapter 300.

Passed and approved this the 1 day of November 2022.

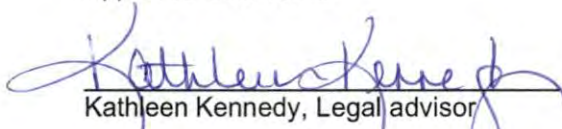
Passed and adopted this the 1 day of November 2022.


Jeff Branick, County Judge

Attest:


Laurie Leister, County Clerk

Approved as to form:


Kathleen Kennedy, Legal advisor



COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM MODEL RULES AND PROCEDURES

General Provisions

Rule 1. Definitions. In these rules and procedures:

(a) "Mandatory payment" means a mandatory payment authorized under Chapter 300 of Subtitle D of Title 4 of the Texas Health & Safety Code.

(b) "Institutional health care provider" means a nonpublic hospital that provides inpatient hospital services.

(c) "Paying provider" means an institutional health care provider required to make a mandatory payment.

(d) "Program" means a county health care provider participation program authorized under Subtitle D of Title 4 of the Texas Health & Safety Code.

Rule 2. County Health Care Provider Participation Program; Participation in Program.

(a) A county health care provider participation program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by these rules and procedures.

(b) The commissioner's court may adopt an order authorizing a county to participate in the program, subject to the limitations provided by these rules and procedures.

(c) To the extent any provision or procedure under Chapter 300 Subtitle D of Title 4 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the county may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

Powers and Duties of Commissioner's Court

Rule 3. Limitation on Authority to Require Mandatory Payment. The county may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

Rule 4. Majority Vote Required Prior to Mandatory Payment. The county may not collect a mandatory payment without an affirmative vote of a majority of the members of the commissioner's court.

Rule 5. Institutional Health Care Provider Reporting; Inspection of Records.

(a) The county shall require each institutional health care provider to submit to the county a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections

EXHIBIT A

311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections.

(b) The county may inspect the records of an institutional health care provider to the extent necessary to ensure that the provider has submitted all required data under this Rule.

General Financing Provisions

Rule 6. Hearing.

(a) Each year, the county commissioner's court shall hold a public hearing on the amounts of any mandatory payments that the commissioner's court intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth day before the date of the hearing required under Rule 6(a), the county commissioner's court shall publish notice of the hearing in a newspaper of general circulation in the county.

(c) A representative of a paying hospital is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments.

Rule 7. Depository.

(a) The county shall designate one or more banks located in the county as the depository for mandatory payments received by the county. A bank designated as a depository serves for two years or until a successor is designated.

(b) All income received by a county under these rules and procedures, including the revenue from mandatory payments remaining after fees for assessing and collecting the payments are deducted, shall be deposited with the county depository in the county's local provider participation fund and may be withdrawn only as provided by these rules and procedures.

(c) All funds under these rules and procedures shall be secured in the manner provided for securing county funds.

Rule 8. Local Provider Participation Fund; Authorized Uses of Money.

(a) Each county that collects a mandatory payment shall create a local provider participation fund.

(b) The local provider participation fund of a county consists of:

- (1) all revenue received by the county attributable to mandatory payments, including any penalties and interest attributable to delinquent payments;
- (2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer from the county to the state for the purpose of providing the nonfederal share of Medicaid supplemental payment program payments, provided that the intergovernmental transfer does not receive a federal matching payment; and
- (3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

EXHIBIT A

(1) fund intergovernmental transfers from the county to the state to provide the nonfederal share of Medicaid payments for:

(A) uncompensated care payments to nonpublic hospitals in the Medicaid managed care service area in which the county is located, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

~~(B) delivery system reform incentive payments, if those payments are authorized under the Texas Healthcare Transformation and Quality Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);~~

(CB) uniform rate enhancements for nonpublic hospitals in the Medicaid managed care service area in which the county is located;

~~(DC)~~ payments available under another waiver program authorizing payments that are substantially similar to Medicaid payments to nonpublic hospitals described by Paragraph (A), (B), or (C); or

(ED) any reimbursement to nonpublic hospitals for which federal matching funds are available;

(2) pay the administrative expenses of the county solely for activities under these rules and procedures, including the collateralization of deposits;

(3) refund all or a portion of a mandatory payment collected in error from a paying hospital;

(4) refund to paying hospitals the proportionate share of money that the county (a) receives from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments; or (b) determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments;

(5) transfer funds to the Health and Human Services Commission if the county is legally required by law to transfer the funds to address a disallowance of federal matching funds with respect to programs payments, rate enhancements, and reimbursements for which the county made intergovernmental transfers described by Subdivision (1); and

(6) reimburse the county if the county is required by the rules governing the uniform rate enhancement program described by Subdivision (1)(CB) to incur an expense or forego Medicaid reimbursements from the state because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other county funds.

(e) An intergovernmental transfer of funds described by Rule 8(c)(1) and any funds received by the county as a result of an intergovernmental transfer described by that rule may not be used by the county or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

Mandatory Payments

Rule 9. Mandatory Payments Based on Paying Hospital Net Patient Revenue.

(a) Except as provided by Rule 11, the commissioner's court of a county that collects a mandatory payment may require that a mandatory payment be assessed annually or periodically throughout the fiscal year at the discretion of the board on the net patient revenue of each institutional health care provider located in the county.

(b) The commissioner's court shall provide an institutional health care provider written notice of each assessment and the mandatory payments shall be made 30 days following the date of receipt of the notice of payment.

(c) In the first year in which the mandatory payment is required, the mandatory payment is assessed based on the most recent fiscal year data collected pursuant to Section 5(a). If no such data are available for an institutional health care provider, the mandatory payment may be calculated based on the institutional health care provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report.

(d) The county shall update the amount of the mandatory payment on an annual basis.

Rule 10. Mandatory Payment Requirements

(a) The amount of a mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the county.

(b) The commissioner's court of a county that collects a mandatory payment shall set the amount of the mandatory payment.

(c) Subject to the maximum amount prescribed by Rule 11(a), the commissioner's court of a county that collects a mandatory payment shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the county for activities under these rules and procedures and to fund purposes described in Rule 8(c).

(i) The annual amount of revenue from mandatory payments used for administrative expenses of the county for activities under these rules and procedures is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

Rule 11. Mandatory Payment Prohibitions.

(a) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals in the county, equals an amount of revenue that exceeds six percent of the aggregate net patient revenue of all paying hospitals in the county.

(b) A mandatory payment may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

(c) A paying hospital may not add a mandatory payment required under this section as a surcharge to a patient.

(d) If a county determines that administration of mandatory payments is increasing the costs of health care to the residents of the county, the commissioner's court may rescind participation in the program and refund to each paying hospital the

EXHIBIT A

proportionate share of any money remaining in the local provider participation fund at the time the county's participation is rescinded.

Rule 12. Assessment and Collection of Mandatory Payments.

The county may collect or contract for the assessment and collection of mandatory payments.

Rule 13. Interest and Penalties. Any interest and penalties on mandatory payments are governed by the law applicable to county ad valorem taxes. Discounts applicable to county ad valorem taxes do not apply.

**COUNTY HEALTH CARE PROVIDER PARTICIPATION PROGRAM
MODEL RULES AND PROCEDURES**

General Provisions

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(a) "Mandatory payment" means a mandatory payment authorized under Chapter 300 of Subtitle D of Title 4 of the Texas Health & Safety Code.

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(a) A county health care provider participation program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by these rules and procedures.

(b) The commissioner's court may adopt an order authorizing a county to participate in the program, subject to the limitations provided by these rules and procedures.

(c) To the extent any provision or procedure under Chapter 300 Subtitle D of Title 4 of the Texas Health & Safety Code causes a mandatory payment to be ineligible for federal matching funds, the county may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare and Medicaid Services.

Powers and Duties of Commissioner's Court

Rule 3. Limitation on Authority to Require Mandatory Payment. The county may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

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(a) The county shall require each institutional health care provider to submit to the county a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code Sections 311.032 and 311.033 and any rules adopted by the executive commissioner of the Health and Human Services Commission to implement those sections.

EXHIBIT A

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General Financing Provisions

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(a) The county shall designate one or more banks located in the county as the depository for mandatory payments received by the county. A bank designated as a depository serves for two years or until a successor is designated.

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- (3) the earnings of the fund.

(c) Money deposited to the local provider participation fund may be used only to:

(1) fund intergovernmental transfers from the county to the state to provide the nonfederal share of Medicaid payments for:

(A) uncompensated care payments to nonpublic hospitals, if those payments are authorized under the Texas Healthcare Transformation and Quality

EXHIBIT A

Improvement Program waiver issued under Section 1115 of the federal Social Security Act (42 U.S.C. Section 1315);

(B) uniform rate enhancements for nonpublic hospitals in the Medicaid managed care service area in which the county is located;

(C) payments available under another waiver program authorizing payments that are substantially similar to Medicaid payments to nonpublic hospitals described by Paragraph (A), (B), or (C); or

(D) any reimbursement to nonpublic hospitals for which federal matching funds are available;

(2) pay the administrative expenses of the county solely for activities under these rules and procedures, including the collateralization of deposits;

(3) refund all or a portion of a mandatory payment collected in error from a paying hospital;

(4) refund to paying hospitals the proportionate share of money that the county (a) receives from the Health and Human Services Commission that is not used to fund the nonfederal share of Medicaid supplemental payment program payments; or (b) determines cannot be used to fund the nonfederal share of Medicaid supplemental payment program payments;

(5) transfer funds to the Health and Human Services Commission if the county is legally required by law to transfer the funds to address a disallowance of federal matching funds with respect to payments, rate enhancements, and reimbursements for which the county made intergovernmental transfers described by Subdivision (1); and

(6) reimburse the county if the county is required by the rules governing the uniform rate enhancement program described by Subdivision (1)(B) to incur an expense or forego Medicaid reimbursements from the state because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other county funds.

(e) An intergovernmental transfer of funds described by Rule 8(c)(1) and any funds received by the county as a result of an intergovernmental transfer described by that rule may not be used by the county or any other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

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EXHIBIT A

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Jefferson County LPPF
FY2023 Rate Proposal

WORKING DRAFT
SUBJECT TO CHANGE

141

FY23 Rate Proposal

6.00%

FY23 Assessment Calculation by Facility

Facility	System	2020 Net Patient Revenue	Total Annual Assessment	Quarterly Payment
Baptist Hospitals of Southeast Texas	Baptist	264,566,499.00	15,873,990.00	3,968,497.50
CHRISTUS Southeast Texas St. Elizabeth	CHRISTUS	337,014,653.00	20,220,879.00	5,055,219.75
Kate Dishman Rehabilitation	CHRISTUS	8,913,010.00	534,781.00	133,695.25
The Medical Center of Southeast Texas	Steward	131,294,342.00	7,877,661.00	1,969,415.25
Dubuis Hospital of Beaumont	LHC	12,336,361.00	740,182.00	185,045.50
PAM Rehabilitation Hospital of Beaumont	PAM	15,415,017.00	924,901.00	231,225.25
TOTAL		\$ 769,539,882.00	\$ 46,172,394.00	\$ 11,543,098.50



Jefferson County
1149 Pearl St.
Beaumont, TX 77701

Date July 28, 2022

RE: Mobil Pipe Line Company
Project # Beaumont Connector Pipeline
Tract # BCP-JE-040.000 & 040.300

Dear Jefferson County:

Mobil Pipe Line Company ("MPLCo") is engaged in the location and construction of a common carrier pipeline (the "Pipeline") in Jefferson County, Texas, for the transportation of crude oil and hazardous liquids.

During our meeting on July 28, 2022, the Permanent Easement Agreement, Memorandum of Permanent Easement Agreement, Certified Plat, Calculation Sheet, and Texas Landowner's Bill of Rights were provided to you.

The compensation MPLCo has offered for all impacts shown on the Certified Plat is \$201,503.00. MPLCo will be mailing you a formal initial offer letter approximately two weeks from the date of this letter.

Should you have any questions about the compensation offer, documents, or any other related matters, please do not hesitate to contact me at 352-267-7978.

Sincerely,

A handwritten signature in black ink that reads "Keith Hogan".

Keith Hogan

Contract Land Staff LLC

on behalf of MPLCo

MOBIL PIPE LINE PROJECT CALCULATION WORKSHEET

	Date	10/13/2022
Tract Number:	BCP-JE-040.000 & BCP-JE-040.300	
Landowner Name:	Jefferson County, Texas	

Permanent Easement & Temporary Workspace

ROW	0.46	(acres) X	\$502,747.83	=	\$231,264.00
TWS	0.91	(acres) X	\$63,534.07	=	\$57,816.00

TOTAL ROW COMPENSATION	\$289,080.00
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120.45 (rods) X	\$2,400.00	=	\$289,080.00
TOTAL ROD COMPENSATION COMPARISON			\$289,080.00

Crop Damages: (Unit = tons, bushels, etc)

Crop Type:	Unit/Ac	X	\$/Unit
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1st Year	100%	=	\$0.00
2nd Year	60%	=	\$0.00
3rd Year	30%	=	\$0.00

<i>Total Crop Damages to be paid before construction</i>	<i>\$0.00</i>
--	---------------

Other Damages to be Calculated:

Describe: Temporary Access Road #1 (695.70 ft) (1,283 ft of TAR included in PE)
Temporary Access Road #2 (104.1 ft)

Calculate:	695.70	x	\$10.00	per	foot	=	\$6,957.00
Calculate:	104.10	x	\$10.00	per	foot	=	\$1,041.00

<i>Total Other Damages</i>	\$7,998.00
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<i>Total Damages to be paid before construction</i>	<i>\$7,998.00</i>
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<u>Total Compensation</u>	\$297,078.00
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AGENT: *Nestor Hodon*

DATE: 11/1/22

LANDOWNER: 

DATE: 11/11/22

ATTEST Lali Paus

DATE 11-1-2022



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF PERMANENT EASEMENT AGREEMENT

THIS MEMORANDUM OF PERMANENT EASEMENT AGREEMENT relates to that certain unrecorded Permanent Easement Agreement dated effective _____, 2022 by and between **Jefferson County, Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701, (herein collectively referred to as "**Grantor**") and **Mobil Pipe Line Company, A Delaware company**, whose address is 22777 Springwoods Village Parkway, Spring, Texas 77389 (hereinafter referred to as "**Grantee**"), a non-exclusive right of way and easement (this "**Easement**").

1. Grantor and Grantee have entered into that certain Easement covering lands described as being property located in Jefferson County, Texas, being more particularly described as follows:

A 10-foot wide tract of a surveyed centerline, being located in Jefferson County, Texas. The centerline of such tract is 120.45 rods in length and is described and shown on the attached Exhibits "A" and "B" which is incorporated herein by reference.

The centerline of the Easement is depicted on Exhibits "A" and "B" and are hereinafter referred to as the "Easement Centerline".

The Easement shall be a maximum of ten (10) feet in total width. In addition, Grantee shall have the right to a temporary workspace easement as shown on Exhibits "A" and "B" for the purpose of accommodating the construction and laying of the pipeline ("Temporary Pipeline Workspace"). The location of the Temporary Pipeline Workspace is generally shown on Exhibits "A" and "B". The easement in and to the Temporary Pipeline Workspace terminates at such time as the pipeline has been laid and constructed.

Said Easement has been duly executed by Grantor and Grantee, but has not been filed of record in the Official Public Records of Jefferson County, Texas.

2. The Easement restricts Grantee's use of the land to those functions necessary and directly connected with the installation, maintenance and operation of Grantee's oil pipeline on Grantor's property, together with the right of ingress and egress to and from said right of way and easement for the purposes stated therein.

3. The referenced Easement contains other terms and provisions not herein set forth but incorporated by reference herein for all purposes. This Memorandum is executed for the purposes of placing all parties dealing with the land, or with the improvements constructed on said land, on notice of the existence of the referenced Easement. This memorandum does not alter, change, modify or add to the terms of such Easement.

4. This instrument may be executed by GRANTOR and GRANTEE in any number of counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same instrument.

GRANTOR:

JEFFERSON COUNTY, TEXAS

By (Signature):

Name (Print): JEFF BRANICK

Title: COUNTY JUDGE



ATTEST

DATE 11-1-2022

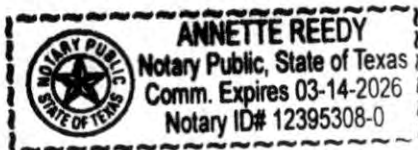
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared JEFF R. BRANICK, known to me to be the COUNTY JUDGE for Jefferson County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of Nov., 2022.



Annette Reedy
Notary Public in and for the State of Texas

Annette Reedy
(Print Name of Notary Public Here)

My Commission Expires: 3-14-26

GRANTEE:

MOBIL PIPE LINE COMPANY

By (Signature): Kelli McMahon
 Name (Print): Kelli McMahon
 Title: Agent and Attorney-in-Fact

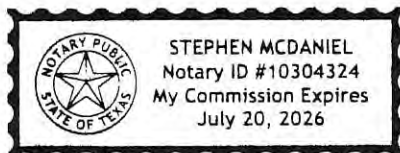
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Kelli McMahon, known to me to be the Agent and Attorney-in-Fact for Mobil Pipe Line Company, and acknowledged to me that she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of October, 2022.



Stephen McDaniel
 Notary Public in and for the State of Texas

STEPHEN MCDANIEL
 (Print Name of Notary Public Here)

My Commission Expires: 7/20/2026

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement"), is by and between **Jefferson County, Texas**, whose address is 1149 Pearl Street, Beaumont, Texas 77701-3638 (hereinafter referred to as "Grantor", whether one or more), and **Mobil Pipe Line Company, a Delaware corporation**, with offices at 22777 Springwoods Village Parkway, Spring, Texas 77389 and mailing address for all correspondence to, Attn: Right of Way & Claim Dept., and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee a permanent easement, a maximum width not to exceed ten feet (10'), in order to, among other rights described below, construct, operate and maintain a maximum of one (1) pipeline, with a maximum diameter as initially installed and excluding protective coating and wrapping, not to exceed thirty-six inches (36") (the "Pipeline"), along with and including Authorized Appurtenances, as that term is defined hereinafter, in, over, through, across, under, and along land owned by Grantor, said easement route generally shown or described on Exhibits "A" and "B" attached hereto ("the Permanent Easement").

Grantor does also hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee non-exclusive temporary workspace and additional temporary workspace, if any, as generally described in Exhibits "A" and "B" attached hereto, in order to construct the Pipeline and Authorized Appurtenances in, over, through, across, under, and along the property and to restore the property as required under this Agreement (the "Temporary Construction Easement") (the "Permanent Easement" and "Temporary Construction Easement" collectively referred to as the "Easements"). The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement on Grantor's property. However, if Grantee has completed its use of the Temporary Construction Easement prior to the expiration of said period, then the Temporary Construction Easement shall immediately terminate. All rights, duties and/or obligations arising by or under this Agreement shall only apply to the Temporary Construction Easement while same is in effect.

It is further agreed as follows:

1. The right to use the Easements shall belong to Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the use and purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, adding, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of the Pipeline and Authorized Appurtenances within the Permanent Easement, abandoning in place and removing at will, in whole or in part, the Pipeline and Authorized Appurtenances, and the transportation of natural gas, gas liquids, liquified minerals, oil, oil products, crude petroleum, or other mineral solutions and byproducts thereof, including, but not limited to, liquified minerals extracted, separated and/or processed from natural gas, oil and/or condensate, including liquified petroleum gas (commonly referred to as "y-grade") and natural gas liquids (collectively, the "Substances").

2. Grantee's rights under this Agreement are non-exclusive.
3. Grantee agrees that, during the construction of the Pipeline, Grantee will bury its pipeline to provide a minimum cover of forty-eight inches (48").
4. Grantee shall not double ditch areas of the Permanent Easement that are installed by boring or horizontal directional drilling.
5. Grantee shall have the right of ingress, egress, entry and access on, to, over, and across the Easements and where same intersect any public road or public right-of-way or other easement to which Grantee has the right to access and along any roads designated by Grantor, for any and all purposes necessary and/or incident to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances or the exercise by Grantee of the rights granted to it by this Agreement, and as described in the Exhibit. Grantee shall not have the right to grant a third-party access to the Easements for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the Pipeline or Authorized Appurtenances.
6. Grantee shall have the right to select the exact location of the Easements on Grantor's property, provided that after installation of the Pipeline, the location of the Permanent Easement shall be fifteen to twenty-five feet (15-25') on each side of the as-built centerline of the Pipeline. Grantor grants unto Grantee the right to amend this Agreement by substituting Exhibits "A" and "B" with new Exhibits "A" and "B" depicting the as-built location of the Pipeline and Easements. Grantor agrees to fully cooperate and execute any additional documents necessary to facilitate this process. If Grantee requires additional work space and/or easement or the final survey of the Easements increases the size of the Easements, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Easements or include additional work space/easements, then Grantor shall retain all funds paid to it by Grantee with no refund required.
7. The consideration paid by Grantee in this Agreement includes the market value of the Easements, both permanent and temporary, and any monetary damages arising from the construction and installation of the Pipeline, including, but not limited to, damage to vegetation (grass, crops, trees, shrubs, *etc.*) and income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments. The initial consideration does not, however, include damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline after initial construction and installation of the Pipeline. Grantor has the right to actual monetary damages arising from the repair, maintenance, inspection, replacement, operation, or removal of the Pipeline after initial construction and installation of the Pipeline. Grantee shall pay Grantor for any and all other such reasonable damages promptly as they may accrue.
8. Grantee shall have the right to remove, cut, use, repair, and replace any gates or fences that cross the Easements. Prior to cutting any fence, however, Grantee shall brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder

of the fence from sagging. Before the fence wire is cut, it is to be attached to the posts in a manner that there will be no slackening of or damage to the wire. Each such wire gap is to be reinforced so as to be strong enough to prevent livestock from passing through same. Upon completion of initial construction operations, each wire gap will be removed and at Grantee's sole option replaced with: (i) fencing of the same or better grade and condition as existed before Grantee cut and gapped same; or (ii) a permanent gate installed, which gate shall, to the extent reasonably practicable, be constructed out of similar or better grade materials than already used for existing gates on the property. In the event Grantee does not repair and/or restore the fences or gates, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for any damage caused by Grantee to the gates and fences. Each entry and exit gate shall be securely closed and locked, except when Grantee or its authorized personnel are actually passing through same, and Grantor and Grantee shall each be entitled to maintain their own lock in any such gate, such that Grantor and Grantee shall each have the right of free passage through any such gates.

9. Grantor may use the Easements for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor may not use any part of the Easements if such use may damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Easements: (1) construct or place any temporary or permanent building or site improvements; (2) drill or operate any well on the Easements but a well can be directionally drilled under the Easements subject to the terms of Paragraph 11; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above- or below-ground obstruction that may interfere with the purposes for which this Agreement is being acquired may be placed, erected, installed or permitted upon the Easements. Grantor, Grantor's heirs, successors and assigns shall have the right, after prior written notice to Grantee and review and approval by Grantee thereof, to construct, reconstruct or maintain streets, sidewalks, roads or drives, road ditches, drainage ditches, and utilities, at any angle of not less than forty-five (45) degrees to Grantee's Pipeline over and across the Permanent Easement, provided that all of Grantee's required and applicable spacing and crossing guidelines, including, without limitation, depth separation limits and other protective requirements are met by Grantor. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole risk and expense of Grantor. Grantor shall promptly reimburse Grantee for any expenses or costs related thereto. Grantor further agrees that it will not hereafter interfere in any manner with the purposes for which the Easements are conveyed, and that Grantee shall have the right to remove any improvement, facility or structure that interferes with the purposes for which this Agreement is granted and which is installed by Grantor subsequent to the date that Grantee acquires possession of the Easements, without liability to Grantor for damages.

10. Grantee, has the right, to mow, trim, cut down, or eliminate any trees or shrubbery from the Easements and, thereafter, from time to time, remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Easements (the Temporary Construction Easement only while in effect) which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation and maintenance of the Pipeline and Authorized Appurtenances. All trees and brush removed during construction and other debris

generated during construction shall be burned and/or chipped and spread on the Easements or removed to an authorized disposal site. The method of disposal shall be selected by Grantee.

11. Grantor shall retain all the oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of oil, gas, and other minerals on the Easements, but it will be permitted to extract the oil, gas, and other minerals from and under the Easements by directional drilling and other means, provided the drill bit enters the Easements at a subsurface depth of twenty feet (20') or deeper and so long as such activities do not damage, destroy, injure, and/or interfere with Grantee's use of the Easements for the purposes for which the Easements are being sought by Grantee.

12. Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder, including without limitation, the construction, use, operation, maintenance, repair and service of Grantee's Pipeline and Authorized Appurtenances.

13. Grantee will restore the Easements and Grantor's remaining property, if any, used by Grantee to as near to original condition as is reasonably practicable and will maintain the Easements in a manner consistent with the purposes for which the Easements will be used by Grantee, including, but not limited to, the removal of all construction debris upon completion of installation and construction of the Pipeline and Authorized Appurtenances, and clean of all litter and trash during periods of construction, operation, maintenance, repair or removal. In the event Grantee does not restore the Easements and Grantor's remaining property, if any, used by Grantee, Grantee shall, in addition to the consideration paid for this Agreement, pay Grantor for actual monetary damages incurred by Grantor that arise from damage to the Easements and/or Grantor's remaining property, if any, caused by Grantee.

14. Grantee shall not, without the express written consent of Grantor, use the Easements for any purpose other than a use stated in this Agreement. There shall be no hunting or fishing on the Easements or any of Grantor's lands by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time. No firearms or fishing equipment shall be taken on the Easements by Grantee, its officers, agents, employees, contractors, invitees, guests or representatives at any time.

15. Grantee shall have the right under this Agreement to install, maintain, and/or operate pipeline-related appurtenances including, below-ground pipes, meters, valves, electric facilities, communication facilities and any other equipment or facilities that may be necessary or desirable in connection with the Pipeline, and above-and below-ground pipeline markers, vents, and cathodic protection and alternating current mitigation equipment and facilities (generally including cathodic protection test leads, gradient control matting, grounding systems, rectifiers, electric lines, electric meters, junction boxes, power supplies, anodes, decouplers, wires, ribbons, poles, and ground beds) (collectively, the "Authorized Appurtenances"). Grantee shall have the right to place the above-ground Authorized Appurtenances at the junction of the Permanent Easement and fence lines, property lines, electric transmission lines, pipeline crossings, river or creek crossings,

road crossings, any other location required by applicable law, regulation, or rule, and/or as may be determined necessary by Grantee.

16. Grantee shall maintain at all times while it uses the Easements, including during construction and operations on the Easements, commercial liability insurance, issued by an insurer authorized to issue liability insurance in this State, or self-insurance, insuring the Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of the Grantee or Grantee's agents or contractors.

17. This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.

18. Grantee shall have the right to assign its interests under this Agreement in whole or in part, in which event Grantor acknowledges and agrees that assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment, and Grantee shall be relieved of obligations with respect to the assigned interest which accrue after the date of assignment. In the event Grantee assigns its interests under this Agreement in whole or part to another entity, Grantee shall provide Grantor written notice of the assignment at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property; provided, however, Grantee is not required to provide Grantor written notice if the assignment is to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business.

19. Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

20. GRANTEE hereby releases, indemnifies and holds GRANTOR harmless of and from any and all damages and expenses for loss or injury to persons or property that may be caused by GRANTEE, its employees, representatives, agents or contractors and subcontractors while performing its activities on or about GRANTOR'S premises. **GRANTEE INDEMNIFIES AND HOLDS GRANTOR HARMLESS OF AND FROM ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION FOR INJURY, DAMAGES AND/OR DEATH ARISING FROM GRANTEE'S ACTIVITIES, USE OF OR PRESENCE ON THE EASEMENT OR OTHER ADJACENT PROPERTY OF GRANTOR. THIS INDEMNITY AGREEMENT EXTENDS TO AND INDEMNIFIES GRANTOR/INDEMNITEE FOR THE INDEMNITEE'S CONCURRENT NEGLIGENCE.**

21. This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that GRANTOR HAS NOT RELIED UPON AND HEREBY EXPRESSLY

DISCLAIMS RELIANCE UPON ANY STATEMENTS, REPRESENTATIONS, INFORMATION OR MATERIALS PROVIDED, SUPPLIED OR FURNISHED BY GRANTEE OR OTHERWISE MADE AVAILABLE BY GRANTEE IN THE PUBLIC DOMAIN OR OTHERWISE (OTHER THAN THOSE MADE IN THIS AGREEMENT), and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.

22. Grantor hereby identifies the following as people or entities having a lease, sublease, or other possessory interest in Grantor's property:

(if this paragraph is left blank, then Grantor represents there are no such persons or entities).

23. It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records. In lieu of filing this Agreement of record, Grantor and Grantee agree that a Memorandum of this Agreement (the "Memorandum"), making appropriate reference hereto, shall be filed for record in the county in which the property is located. In the event Grantee amends this Agreement pursuant to Paragraph 6 herein, Grantor grants unto Grantee the right to file of record an Amendment of Memorandum, signed and acknowledged by Grantee, describing or depicting the as-built location of the Pipeline and Easements (the "Amendment to Memorandum") and to record same in the appropriate real property records. In the event of any conflict between this Agreement and the Memorandum or Amendment to Memorandum, the provisions of the Amendment to Memorandum shall control.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Easements unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions, and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors, and assigns.

EXECUTED this 1st day of NOV., 2022.

[remainder of page intentionally blank]

GRANTOR:

JEFFERSON COUNTY, TEXAS

By (Signature):

Name (Print):

Title:

Jeff Branick
JEFF R. BRANICK
COUNTY JUDGE

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared JEFF R. BRANICK, known to me to be the NOV. 1 for Jefferson County, Texas, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of November, 2022.



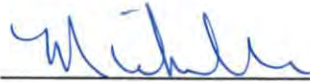
Annette Reedy
 Notary Public in and for the State of Texas

Annette Reedy
 (Print Name of Notary Public Here)

My Commission Expires: 3-14-2026

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 50,000.00 _____



County Engineer

10/17/22

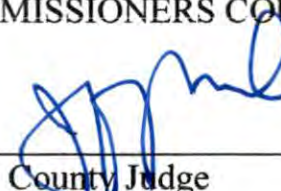
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is **ORDERED** that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 50,000.00 . Special conditions of construction (are/are not) attached hereto.

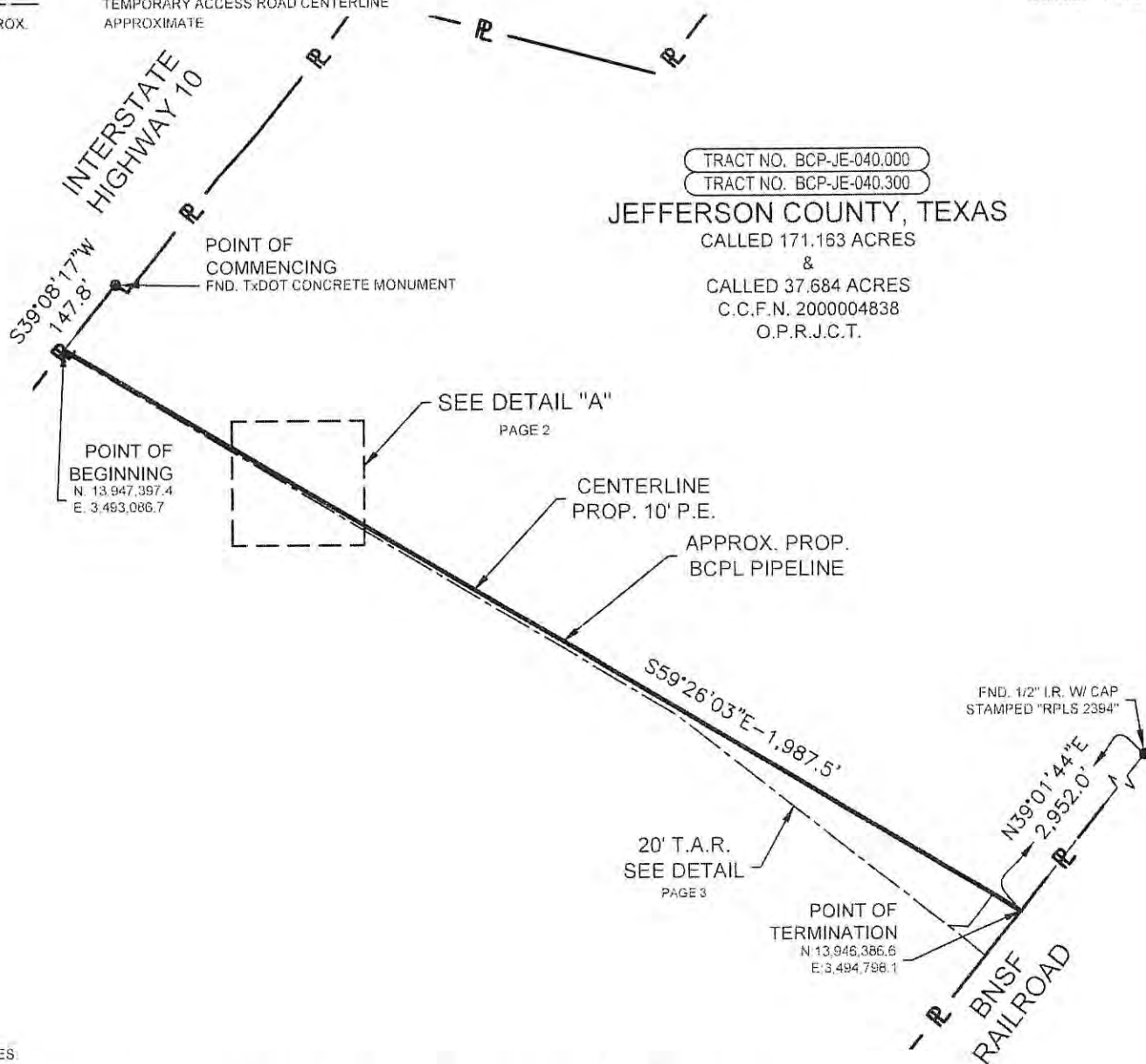
COMMISSIONERS COURT

By _____


County Judge

LEGEND

FND.	FOUND	JEFFERSON
PROP.	PROPOSED	SAMUEL
N.T.S.	NOT TO SCALE	AB
DOC. NO.	DOCUMENT NUMBER	
— R —	PROPERTY LINE	
----	CENTERLINE	
	PERMANENT EASEMENT	
I.R.	IRON ROD	
P.E.	PERMANENT EASEMENT	
T.W.S.	TEMPORARY WORKSPACE	
TRACT NO.	TRACT NUMBER	
O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS	
C.C.F.N.	COUNTY CLERK'S FILE NUMBER	
NO.	NUMBER	
T.A.R.	TEMPORARY ACCESS ROAD	
VOL.	VOLUME	
PG.	PAGE	
TxDOT	TEXAS DEPARTMENT OF TRANSPORTATION	
-----	TEMPORARY ACCESS ROAD CENTERLINE	
APPROX.	APPROXIMATE	



NOTES

1. OWNERSHIP INFORMATION FOR THIS EXHIBIT WAS FURNISHED BY REPRESENTATIVES OF THE CLIENT AND IS NOT WARRANTED BY THE SURVEYOR.
2. ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83), U.S. SURVEY FEET AS DERIVED FROM A GPS SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., OCTOBER 2021.
3. THIS PLAT IS PROVIDED WITH AN ACCOMPANYING DESCRIPTION LABELED "EXHIBIT B" AND ATTACHED HERETO.
4. THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURFACE FOR AN EASEMENT ACQUISITION.

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS
MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS
THE FACTS FOUND AT THE TIME OF THE SURVEY.

Of them 3/17/2022

DARREL HEIDRICH DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5378
UEI TEXAS REGISTRATION NO. 10031600
UNIVERSAL ENSCO, INC./4848 LOOP CENTRAL DR. HOUSTON, TX 77081/713-425-6000



JEFFERSON COUNTY, TEXAS

TOTAL DISTANCE ACROSS PROPERTY: 1,987.5' (120.45 RODS)
 AREA OF PERMANENT EASEMENT: 0.46 ACRE
 AREA OF TEMPORARY WORKSPACE: 0.91 ACRE
 TOTAL DISTANCE OF T.A.R. (1): 1,978.7' (119.92 RODS)
 AREA OF TEMPORARY ACCESS ROAD (1): 0.91 ACRE
 TOTAL DISTANCE OF T.A.R. (2): 104.1' (6.31 RODS)
 AREA OF TEMPORARY ACCESS ROAD (2): 0.05 ACRE

REV	DWN	CHKD	DATE	SCALE: AS SHOWN	DATE
				DWN BY: BNN	02/09/22
				CHKD BY: MD	02/09/22
				FINAL CK: DH	02/09/22
				ENGR.: JL	02/17/22
				APPRV: DH	02/17/22
				PROJECT NAME BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)	
0	LG	PC	03/16/2022		
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 25298	

ExxonMobil

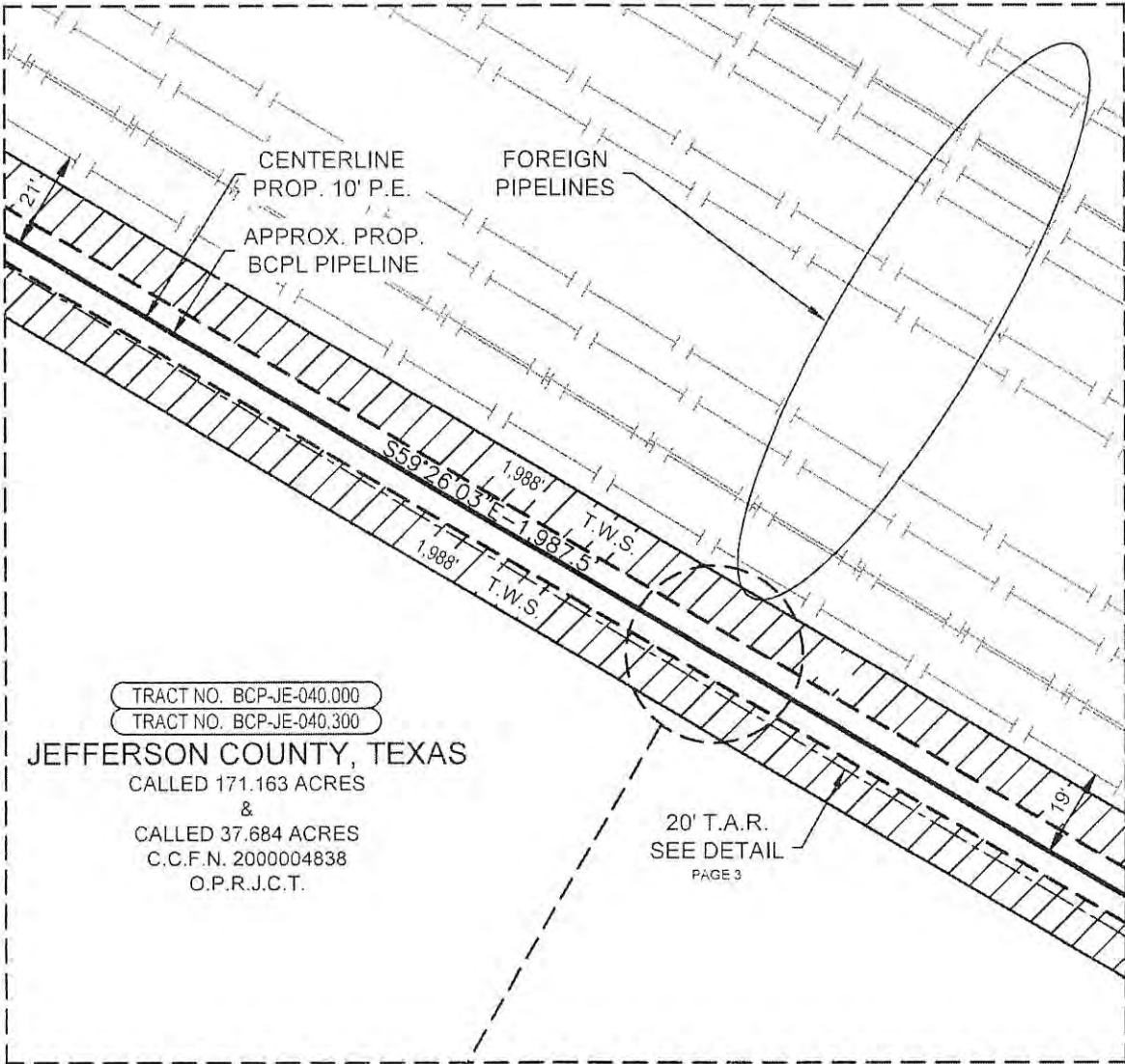
EXXONMOBIL DOC. NO.
BTB-BC-BCPL-UP-LD-0095

UPI DOC. NO.
25298-26282-250-PPL-0094

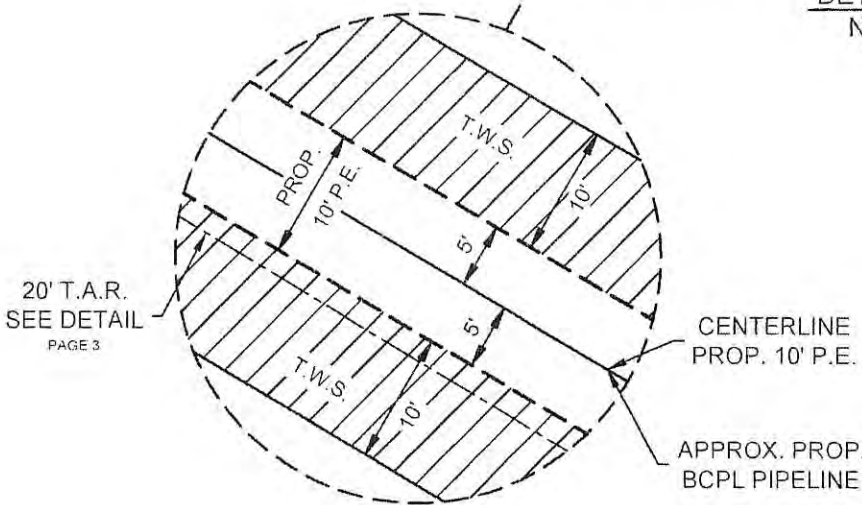
REVISION	
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EASEMENT PLAT - PERMANENT EASEMENT UPON THE PROPERTY OF
JEFFERSON COUNTY, TEXAS
BCP-JE-040.000 & BCP-JE-040.300

EXHIBIT "A"
JEFFERSON COUNTY, TEXAS
SAMUEL STIVERS LEAGUE
ABSTRACT NO. 51



DETAIL "A"
N.T.S.



REV	DWN	CHKD	DATE	SCALE: AS SHOWN	DATE
				DWN BY: BNN	02/09/22
				CHKD BY: MD	02/09/22
				FINAL CK: DH	02/09/22
				ENGR.: JL	02/17/22
				APPRV: DH	02/17/22
				PROJECT NAME	
				BEAUMONT CONNECTOR PIPELINE PROJECT (BCPL)	
0	LG	PC	03/16/2022		
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 25298	

EXXONMOBIL DOC. NO. BTB-BC-BCPL-UP-LD-0095
UPI DOC. NO. 25298-26282-250-PPL-0094
REVISION 0

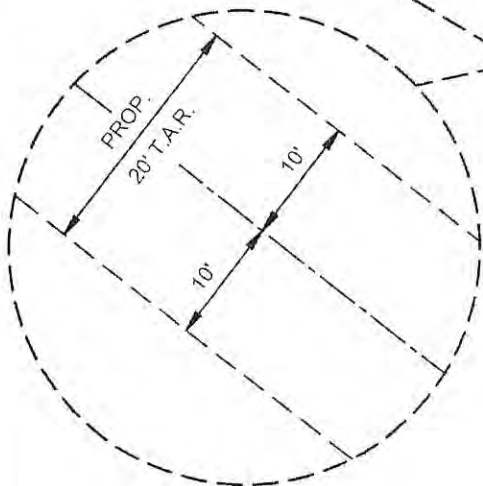
EASEMENT PLAT - PERMANENT EASEMENT UPON THE PROPERTY OF
JEFFERSON COUNTY, TEXAS
BCP-JE-040.000 & BCP-JE-040.300

FILE INFO\\HOU-FS1\HOU_PROJECTS\25298\26282\200_SURV\250_PLAT\PLT-PRPTY_PLAT\PLT-PRPTY_PLAT\PLT-PRPTY_PLAT.DWG LAST SAVED BY: LEONEL GARIBAY ON 2022-03-16

MATCH LINE
T.A.R.

MATCH LINE
T.A.R.

POINT OF
TERMINATION
20' T.A.R. (1)
N 13,945,307.1
E 3,494,733.6



ExxonMobil

EASEMENT PLAT - PERMANENT EASEMENT UPON THE PROPERTY OF
JEFFERSON COUNTY, TEXAS
BCP-JE-040.000 & BCP-JE-040.300

EXHIBIT "B"

DESCRIPTION OF A TEN (10) FEET WIDE PERMANENT EASEMENT, SITUATED IN THE SAMUEL STIVERS LEAGUE, ABSTRACT NO. 51, OF JEFFERSON COUNTY, TEXAS, AND BEING UPON, OVER, THROUGH AND ACROSS A CALLED 171.163 ACRES TRACT OF LAND AND A CALLED 37.684 ACRES TRACT OF LAND, IN THE NAME OF JEFFERSON COUNTY, TEXAS, AS RECORDED IN COUNTY CLERK'S FILE NUMBER (C.C.F.N.) 2000004838 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS (O.P.R.J.C.T), REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID TEN (10) FEET WIDE PERMANENT EASEMENT BEING SITUATED FIVE (5) FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, THE SIDELINES OF SAID PERMANENT EASEMENT BEING LENGTHENED OR SHORTENED TO INTERSECT THE BOUNDARIES OF THE ABOVE REFERENCED TRACT OF LAND, BEING MORE PARTICULARLY DEPICTED BY THE ACCOMPANYING PLAT, AND DESCRIBED AS FOLLOWS, WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83), US SURVEY FEET, AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., IN OCTOBER 2021;

COMMENCING at a TxDOT concrete monument found on the Northwest line of the above referenced tract of land, same being the Southeast line of Interstate Highway 10;

THENCE South 39°08'17" West, along said Northwest line of the above referenced tract of land, same being said Southeast line of Interstate Highway 10, a distance of 147.8 feet to the **POINT OF BEGINNING** of the herein described centerline, having coordinates of North 13,947,397.4 and East 3,493,086.7;

THENCE South 59°26'03" East, through and across the above referenced tract of land, a distance of 1,987.5 feet to the **POINT OF TERMINATION** of the herein described centerline, having coordinates of North 13,946,386.6 and East 3,494,798.1, being on the Southeast line of the above referenced tract of land, same being on the Northwest line the BNSF Railroad, from which a one-half (1/2) inch iron rod with cap stamped "RPLS 2394" found for the Southerly most Northeast corner of the above referenced tract bears North 39°01'44" East, a distance of 2,952.0 feet, said centerline having a total length of 1,987.5 feet (120.45 rods), said Permanent Easement containing 0.46 acre of land, more or less.

TEMPORARY WORKSPACES

Being two (2) temporary workspaces as shown on the accompanying drawing containing 0.91 acre of land, more or less.

TEMPORARY ACCESS ROAD NO. 1

Being a twenty (20) feet wide temporary access road as shown on the accompanying drawing having a total length of 1,978.7 feet (119.92 rods) and containing 0.91 acre of land, more or less.

TEMPORARY ACCESS ROAD NO. 2

Being a twenty (20) feet wide temporary access road as shown on the accompanying drawing having a total length of 104.1 feet (6.31 rods) and containing 0.05 acre of land, more or less.

This description is provided with an accompanying drawing labeled "Exhibit A" and attached hereto.